

NOTICE IS HEREBY GIVEN THAT THE JESUP CITY COUNCIL WILL MEET IN REGULAR SESSION ON TUESDAY, JULY 5, 2016, AT 7:00 O'CLOCK P.M., COUNCIL CHAMBERS, 791 6TH STREET, JESUP, IOWA

PLEASE NOTE: PLEASE SILENCE CELL PHONES, PDA'S, ETC.; THE COUNCIL WILL ADDRESS AGENDA ITEMS AND MAY TAKE ACTION

TENTATIVE AGENDA  
JULY 5, 2016

- A. CALL MEETING TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL OF COUNCIL
- D. APPROVAL OF AGENDA
- E. APPROVE CONSENT AGENDA: ALL ITEMS ON THE CONSENT AGENDA WILL BE ENACTED BY ONE MOTION, THERE WILL BE NO SEPARATE DISCUSSION OF THOSE ITEMS UNLESS A REQUEST IS MADE PRIOR TO THE TIME THE CITY COUNCIL VOTES ON THE MOTION ITEMS
  - 1. ACCEPT THE MINUTES OF THE JUNE 21, 2016 CITY COUNCIL MEETING
  - 2. ACCEPT THE CITY CLERK/TREASURER REPORT AS OF JUNE 30, 2016 AND PLACE ON FILE
  - 3. APPROVE THE CLAIMS AS PRESENTED AND GIVE DIRECTION TO PROCESS AND PAY
  - 4. APPROVE APPLICATIONS FOR WASTE COLLECTOR'S LICENSE (THOMAS JAMES, BLACK HAWK WASTE, WASTE MANAGEMENT)
- F. CITIZEN'S INPUT – PLEASE LIMIT COMMENTS TO 3 MINUTES
- G. PUBLIC SAFETY (POLICE, FIRE, AMBULANCE, BUILDING)
  - A. DEPARTMENTAL REPORTS
  - B. AMBULANCE VOLUNTEER APPLICATION – J. KELLY
  - C. 28E AGREEMENT AND CONTRACT FOR TOWNSHIP FIRE PROTECTION
  - D. ADDENDUM TO EMERGENCY SERVICES ARCHITECTURE CONTRACT
  - E. RESOLUTION SETTING PART-TIME OFFICER SALARY
  - F. RESOLUTION HIRING PART-TIME OFFICER & SETTING SALARY
- H. CULTURE & RECREATION (LIBRARY & PARKS)
  - A. DEPARTMENTAL REPORTS
  - B. STREET CLOSURE TRACTOR CADE
- I. PUBLIC WORKS (STREETS, WATER, SEWER)
  - A. DEPARTMENTAL REPORTS
  - B. RESOLUTION APPROVING PAY REQUEST #3 – 4<sup>TH</sup>, 5<sup>TH</sup> AND PURDY STREET RECONSTRUCTION PHASE III
  - C. APPROVE STATE AID GRADE CROSSING SURFACE REPAIR AGREEMENT
- J. ADMINISTRATION
  - A. DEPARTMENTAL REPORT
  - B. RESOLUTION APPOINTING REGISTRAR AND PAYING AGENT - 4<sup>TH</sup> 5<sup>TH</sup> AND PURDY STREET RECONSTRUCTION PHASE III GENERAL OBLIGATION CAPITAL LOAN NOTES SERIES 2016
  - C. RESOLUTION AUTHORIZING THE ISSUANCE OF THE NOTES - 4<sup>TH</sup> 5<sup>TH</sup> AND PURDY STREET RECONSTRUCTION PHASE III GENERAL OBLIGATION CAPITAL LOAN NOTES SERIES 2016
  - D. SECOND READING OF ORDINANCE AMENDING CODE RE: REZONING CERTAIN PROPERTY
  - E. POSSIBLE WAIVER OF THIRD READING RE: REZONING CERTAIN PROPERTY
  - F. FINAL ADOPTION OF ORDINANCE AMENDING CODE RE: REZONING CERTAIN PROPERTY
  - G. DEVELOPMENT AGREEMENT OVERLAND GROUP
  - H. RESOLUTION APPROVING PRELIMINARY PLAT OVERLAND ADDITION
  - I. RESOLUTION APPROVING FINAL PLAT OVERLAND ADDITION
- K. ADJOURN

# CITY COUNCIL

## JUNE 21, 2016

Jesup City Council met in regular session on Tuesday, June 21, 2016, at 7:00 o'clock p.m. in the Jesup City Hall Council Chambers, 791 6<sup>th</sup> Street, Jesup, Iowa.

Mayor Larry Thompson called the meeting to order at 7:00 p.m.

Members present: Russ Solomon, Jill Chemin, Dawn Vogel, Richard Mott and Melissa Trumbauer.

Absent: None

Motion by Mott, seconded by Vogel to approve the agenda. Motion carried 5:0.

Mayor Thompson asked to amend the consent agenda to add an invoice from Brock Even Construction for sidewalk repairs in the amount of \$47,695.50, to the claims list.

Motion by Trumbauer, seconded by Chemin, to approve and adopt the following items on the consent agenda as amended: 1. Approve the minutes of the June 7<sup>th</sup>, and June 9<sup>th</sup> 2016 City council meetings. 2. Approve the claims as amended and give direction to process and pay. 3. Approve **Resolution No. 2016-70**, Resolution Approving Application for Tax Abatement (Weber). Roll Call: Ayes: Solomon, Chemin, Vogel, Mott, Trumbauer. Nays: None. Motion carried 5:0.

### CLAIMS PRESENTED TO THE CITY COUNCIL FOR JUNE 21, 2016

#### WARRANTS WRITTEN SINCE THE JUNE 7, 2016 MEETING:

Jesup Postmaster	June Water Bills - WA	290.64
Jesup Land Improvement	4th, 5th, Purdy St Phase I & III	23,815.53
Accounts Payable	Payroll ACH - 6-15-16	16,261.59
IPERS	City & employees share, retirement	7,325.59
Treasurer, State of Iowa	State payroll withholding tax	1,913.00
AFLAC	Employee paid insurance	443.06
Teamsters Local 238	Police Union Dues	203.00
Wellmark	City and employee share - Blue Cross Blue Shield	11,178.50
Bank Iowa	Payroll taxes - Federal, Medicare, Social Security	6,164.69
Hartford Life Insurance	Life Insurance	165.00

#### CLAIMS PRESENTED FOR JUNE 21, 2016

ADVANCED SYSTEMS	COPIER CONTRACT - CH	219.14
AMERICAN LEGION	FLAGS - PARKS	729.00
AUDIO EDITIONS	BOOKS ON CD - LIB	270.69
BAKER & TAYLOR	BOOKS - LIB	382.08
BLACK HAWK COUNTY TREASURER	EDACS FEES - FD, AMB	61.37
BLACK HAWK WASTE DISPOSAL	MAY CARDBOARD, RECYCLING	802.00
BOOK LOOK	BOOKS - LIB	339.78
BROCK EVEN CONSTRUCTION	2016 SIDEWALK PROJCT - ST	47,695.50
CARD SERVICES	MATS, FLAGS, BARRICADES, LIGHT-LIB, PD, CH	1,641.32
CN RAILWAY CO.	LEASE, JESUP PARK - PARKS	100.00
COVENANT MEDICAL CENTER	MEDICAL SUPPLIES - AMB	35.81
CYNTHIA LELLIG	REIMB HEALTH INSURANCE - LIB	110.48
ELECTRONIC ENGINEERING	RADIOS - PD	5,242.00
EMERGENCY MEDICAL PRODUCT	MEDICAL SUPPLIES - AMB	346.94
FEHR GRAHAM	ENGINEERING - 5TH & CHURCH STREETS	765.00
GALE	BOOKS - LIB	23.99
HOME DEPOT	SAW, SEALER - ST, PARKS	271.00
INDEPENDENCE PLUMBING HEATING	REPAIR STOOL - LIB	80.00

IOWA ONE CALL	LOCATES - WA	68.50
IOWA PRISON INDUSTRIES	STOP SIGNS - TRAFFIC SAFETY	231.44
IOWA PUMP WORKS	LIFT STATION PUMP REPAIR - WW	1,669.55
IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT 2ND QUARTER	135.70
KAY PARK RECREATION	PICNIC TABLES - PARKS	489.00
KIECK'S CAREER APPAREL	BADGES - PD	588.62
KIESLER POLICE SUPPLY	GUNS - PD	671.00
KIRKWOOD COMMUNITY COLLEGE	TRAINING CLASSES - AMB	80.00
KRISTOPHER FALKENA	RETURN WATER DEPOSIT - WA	72.58
KWIK TRIP	94 GAL UNL, 914 GAL UNP, 33 GAL DSL	1,475.26
LINDSAY PATZNER	RETURN WATER DEPOSIT - WA	61.88
LOIS OLSON	RETURN WATER DEPOSIT - WA	90.22
LYNCH DALLAS	LEGAL FEES - CH	1,287.00
MATTHEW WARING	RETURN WATER DEPOSIT - WA	7.08
MAURER TREE SERVICE	TREE REMOVAL - ST, PARKS	1,600.00
NANCY WEBER	REIMB FLOWERS, MULCH - LIB	388.92
PAUL NIEMANN CONSTRUCTION	ROCK - ST	149.98
PENWORTHY	BOOKS - LIB	120.00
PREMIER TECHNOLOGY	BATTERY BACKUPS, MONITORS - LIB	480.00
PRINSCO	SHOVELS, COUPLER - ST,WW	153.20
RITE PRICE OFFICE SUPPLY	HEADPHONES,SHEETS,BOOK - LIB	64.12
SIRIUS XM RADIO	WEATHER PROGRAM - FD	81.19
SUPERIOR WELDING	WELDING ROD - ST	12.30
TASER INTERNATIONAL	CARTRIDGES - PD	377.32
US CELLULAR	CELL PHONES - AMB,WA,WW,PD,BLDG	260.41
UTILTIY EQUIPMENT CO	BLADE,PIPE,WATER MAIN REPAIR - WA	1,164.87
WATERLOO FIRE RESCUE	MUTUAL AID - AMB	300.00
TOTAL		71,196.24

### **PUBLIC HEARING**

Motion by Chemin, seconded by Trumbauer to open the public hearing regarding a request to amend the zoning map by rezoning property from "R-1", Single Family Residential District to "C-2", Commercial District, for commercial retail purposes (Dollar General). Motion carried 5:0. The Clerk reported that no oral or written objections had been filed with her office. Mayor Thompson opened the floor for any objections or comments from the public. Darren Engbretson, 1215 1<sup>st</sup> Street, addressed the Council with concerns regarding fencing, storage containers and signage. Hearing no further comments, Thompson requested a motion to close the public hearing. Motion by Chemin seconded by Trumbauer to close the public hearing. Motion carried 5:0.

There was extensive discussion to devise a development agreement with Dollar General, regarding the above issues, prior to the second and third readings of the ordinance. Motion by Vogel, seconded by Trumbauer to approve the first reading of an ordinance as follows: An Ordinance Amending Ordinances No. 472 to Article II, Section 2.01 Rezoning Certain Property, with the condition of placing a 6-8' privacy fence on the east side of the property and temporary semi-truck trailers or storage container units are to be placed so as to not be visible from South Street. Roll Call: Ayes: Solomon, Chemin, Vogel, Mott, Trumbauer. Nays: None. Motion carried 5:0.

Mayor Thompson asked for a motion to waive second and third readings of an Ordinance Amending Ordinance No. 472 to Article II, Section 2.01 Rezoning Certain Property. Motion failed for lack of motion by council member.

Item 6C was determined to be a moot agenda item as the Council did not take action on item 6B.

### **CULTURE & RECREATION**

Luke Kroeger, Unity Point addressed the Council regarding zoning request and plans for constructing a health clinic on property along South Street. The zoning request will be addressed at the July 13, 2016 Planning & Zoning meeting.

### **PUBLIC WORKS**

Dave Trebon addressed the Council with concerns regarding sidewalk repairs adjacent to his property on 7<sup>th</sup> and Hawley Streets. Discussion regarding grade of sidewalks and Trebon property repairs. Motion by Trumbauer,

seconded by Solomon to direct Public Works Director to meet with Trebon to review grade and measurements for additional repairs to allow for gradual grade of sidewalk. Motion carried 5:0. Motion by Vogel, seconded by Mott to cut area around existing sidewalk, to address current safety concerns prior to Farmers Days, with re-grade and sod on homeowner's portion of property along with a reduction in homeowner's water bill to compensate for watering sod. Other concerns will to be finalized after Farmers Days. Roll Call: Ayes: Solomon, Chemin, Vogel, Mott, Trumbauer. Nays: None. Motion carried 5:0.

Discussion regarding Kerkove request for reimbursement for sidewalk repairs he was required to make. Motion by Vogel, seconded by Trumbauer to deny request for relief of Doug Kerkove. Motion carried 5:0.

### **CITY ADMINISTRATION**

Motion by Vogel, seconded by Solomon, to accept the bid of Bankers' Bank – Madison Wisconsin with an average interest rate of 1.77%. Roll Call: Ayes: Solomon, Chemin, Vogel, Mott, Trumbauer. Nays: None. Motion carried 5:0.

Motion by Trumbauer, seconded by Vogel to approve **Resolution # 2016-71** "RESOLUTION DIRECTING SALE OF \$1,420,000.00 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2016." Roll Call: Ayes: Solomon, Chemin, Vogel, Mott, Trumbauer. Nays: None. Motion carried 5:0.

Library Director Lellig reported the library has approximately \$5,055.00 left in their budget for the year and asked the money be transferred into the Library Equipment Replacement fund prior to the end of the fiscal year for purchasing LED lights.

Motion by Trumbauer, seconded by Chemin to approve **Resolution # 2016-72** "RESOLUTION APPROVING TRANSFERS FOR BUDGETARY PROVISIONS." to include \$5,055.00 transfer into the library equipment replacement fund. Roll Call: Ayes: Solomon, Chemin, Vogel, Mott, Trumbauer. Nays: None. Motion carried 5:0.

Mayor Thompson allowed for city updates and questions from Council members.

Motion by Trumbauer, seconded by Vogel, to adjourn the meeting. Motion carried 5:0. Meeting adjourned at 8:25 p.m.

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Larry Thompson  
Mayor

Attest:

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LeAnn M. Even, CMC, ICMC, CFO  
City Clerk/Treasurer

CITY OF JESUP  
 REVENUE & EXPENSE REPORT  
 CALENDAR 6/2016, FISCAL 12/2016

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	GENERAL TOTAL	102,489.22	1,098,676.96	1,315,683.00	217,006.04
	LIBRARY TOTAL	5,741.42	5,741.42	7,800.00	2,058.58
	PARKS TOTAL	.00	.00	.00	.00
	ROAD USE TAX TOTAL	253,843.85	306,806.47	312,987.00	6,180.53
	EMPLOYEE BENEFITS TOTAL	17,318.47	210,195.45	206,542.00	3,653.45-
	EMERGENCY TOTAL	24,362.39	24,362.39	23,815.00	547.39-
	LOCAL OPTION SALES TOTAL	195,411.66	202,249.16	174,976.00	27,273.16-
	T.I.F. TOTAL	.00	.00	.00	.00
	DEBT SERVICE TOTAL	449,525.25	476,561.82	479,322.00	2,760.18
	CITY HALL PROJECT TOTAL	.00	8,959.85	9,000.00	40.15
	SOUTH ST PHASE 3 TOTAL	17,685.50	27,914.85	10,000.00	17,914.85-
	4TH,5TH,PURDY TOTAL	25,625.99	527,204.85	576,506.00	49,301.15
	6TH STREET RECONSTRUCTION TOTA	2,044.63	2,420.79	2,445.00	24.21
	EMERGENCY SERVICES BLDG TOTAL	.00	31,815.25	115,000.00	83,184.75
	WELLNESS/REC CENTER TOTAL	.00	.00	.00	.00
	1ST ST RAILROAD TOTAL	78,800.00	102,430.00	189,200.00	86,770.00
	5TH AND CHURCH TOTAL	940.00	92,345.29	311,300.00	218,954.71
	WATER TOTAL	227,367.16	343,335.18	367,940.00	24,604.82
	SEWER TOTAL	250,354.65	418,011.22	680,486.00	262,474.78
	UTILITY DEPOSITS/SALES TX TOTA	2,105.76	25,558.67	26,400.00	841.33
	SELF INSURANCE TOTAL	360.48	1,110.48	2,000.00	889.52
	TOTAL EXPENSES ALL FUNDS	<u>1,653,976.43</u>	<u>3,905,700.10</u>	<u>4,811,402.00</u>	<u>905,701.90</u>

CITY OF JESUP  
 REVENUE & EXPENSE REPORT  
 CALENDAR 6/2016, FISCAL 12/2016

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	GENERAL TOTAL	53,303.05	1,095,742.50	1,087,200.00	8,542.50-
	LIBRARY TOTAL	510.00	1,650.71	2,052.00	401.29
	PARKS TOTAL	5,000.00	5,084.58	100.00	4,984.58-
	ROAD USE TAX TOTAL	27,920.96	311,419.74	300,000.00	11,419.74-
	EMPLOYEE BENEFITS TOTAL	865.97	200,864.55	201,086.00	221.45
	EMERGENCY TOTAL	104.93	24,290.86	24,366.00	75.14
	LOCAL OPTION SALES TOTAL	17,892.57	211,608.03	215,600.00	3,991.97
	T.I.F. TOTAL	.00	.00	.00	.00
	DEBT SERVICE TOTAL	161,566.44	487,658.62	487,413.00	245.62-
	CITY HALL PROJECT TOTAL	8,959.85	8,959.85	.00	8,959.85-
	SOUTH ST PHASE 3 TOTAL	.00	10,700.00	.00	10,700.00-
	4TH,5TH,PURDY TOTAL	282,319.63	282,319.63	268,420.00	13,899.63-
	EMERGENCY SERVICES BLDG TOTAL	22,719.29	25,870.28	3,000.00	22,870.28-
	WELLNESS/REC CENTER TOTAL	.00	.00	.00	.00
	1ST ST RAILROAD TOTAL	.00	.00	10,000.00	10,000.00
	5TH AND CHURCH TOTAL	338,871.95	338,871.95	322,550.00	16,321.95-
	WATER TOTAL	30,057.03	340,183.81	366,225.00	26,041.19
	SEWER TOTAL	30,634.19	352,310.90	329,510.00	22,800.90-
	UTILITY DEPOSITS/SALES TX TOTA	2,310.61	27,532.13	28,900.00	1,367.87
	SELF INSURANCE TOTAL	1,110.48	1,110.48	2,000.00	889.52
	TOTAL REVENUE BY FUND	984,146.95	3,726,178.62	3,648,422.00	77,756.62-

FUND	TITLE	BEGINNING CASH+	CHANGE IN ASSETS-	REVENUE+	EXPENSES-	CHANGE IN LIABILITIES+	ENDING CASH
001	GENERAL	1,164,767.80	49,186.17-	53,303.05	102,489.22	.00	1,115,581.63
041	LIBRARY	24,400.50	5,231.42-	510.00	5,741.42	.00	19,169.08
043	PARKS	16,444.37	5,000.00	5,000.00	.00	.00	21,444.37
110	ROAD USE TAX	284,625.46	225,922.89-	27,920.96	253,843.85	.00	58,702.57
112	EMPLOYEE BENEFITS	74,559.16	16,452.50-	865.97	17,318.47	.00	58,106.66
119	EMERGENCY	24,257.46	24,257.46-	104.93	24,362.39	.00	.00
121	LOCAL OPTION SALES	377,222.12	177,519.09-	17,892.57	195,411.66	.00	199,703.03
125	T.I.F.	.00	.00	.00	.00	.00	.00
145	HOUSING REHAB	980.63	.00	.00	.00	.00	980.63
200	DEBT SERVICE	307,998.96	287,958.81-	161,566.44	449,525.25	.00	20,040.15
312	CITY HALL PROJECT	8,959.85-	8,959.85	8,959.85	.00	.00	.00
316	SOUTH ST PHASE 3	17,685.50	17,685.50-	.00	17,685.50	.00	.00
322	4TH,5TH,PURDY	156,785.48-	256,693.64	282,319.63	25,625.99	.00	99,908.16
323	6TH STREET RECONSTRUCTION	2,044.63	2,044.63-	.00	2,044.63	.00	.00
325	EMERGENCY SERVICES BLDG	22,719.29-	22,719.29	22,719.29	.00	.00	.00
327	WELLNESS/REC CENTER	.00	.00	.00	.00	.00	.00
328	1ST ST RAILROAD	155,220.00	78,800.00-	.00	78,800.00	.00	76,420.00
329	5TH AND CHURCH	20,372.02-	337,931.95	338,871.95	940.00	.00	317,559.93
600	WATER	357,304.87	197,310.13-	30,057.03	227,367.16	.00	159,994.74
610	SEWER	476,996.72	219,720.46-	30,634.19	250,354.65	.00	257,276.26
750	UTILITY DEPOSITS/SALES TX	37,894.85	204.85	2,310.61	2,105.76	.00	38,099.70
820	SELF INSURANCE	750.00-	750.00	1,110.48	360.48	.00	.00
	Report Total	3,112,816.39	669,829.48-	984,146.95	1,653,976.43	.00	2,442,986.91

CITY OF JESUP  
 BALANCE SHEET  
 CALENDAR 6/2016, FISCAL 12/2016

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1111	PETTY CASH - GENERAL	.00	83.33
001-410-1111	PETTY CASH - LIBRARY	.00	150.00
001-411-1111	PETTY CASH - FRIENDS LIBRARY	.00	100.00
600-000-1111	PETTY CASH - WATER	.00	33.34
610-000-1111	PETTY CASH - SEWER	.00	33.33
	PETTY CASH TOTAL	.00	400.00
001-000-1115	GENERAL	219,799.33-	543,029.72
001-110-1120	POLICE VEHICLE REPLACEMENT	12,000.00	12,000.00
001-150-1120	FIRE BUILDING	.00	150.69
001-150-1121	FIRE VEHICLE REPLACEMENT	121,767.11	275,400.75
001-150-1123	FIRE INCIDENT BILLING	.00	24,980.78
001-150-1124	FIRE SCBA REPLACEMENT	4,000.00	16,101.57
001-150-1125	FIRE MEMORIAL	.00	39,743.64
001-150-1126	FIRE DONATION EQUIPMENT	.00	.00
001-160-1120	AMBULANCE VEHICLE REPLACEMENT	15,000.00	30,081.66
001-160-1121	AMBULANCE BLDG/REP/MAINTENANCE	1,500.00	18,758.50
001-160-1122	AMBULANCE EMT TRAINING	763.04	1,714.47
001-160-1123	AMBULANCE PARAMEDIC TRAINING	8,770.00	45,510.07
001-160-1124	AMB EMERGENCY SERVICES BLDG	.00	165.26
001-160-1125	AMBULANCE EQUIPMENT REPLACE	2,500.00	2,500.00
001-160-1126	AMBULANCE MEMORIAL	.00	40,074.08
001-160-1127	AMBULANCE DONATION EQUIPMENT	25.00	25.00
001-210-1120	STREET EQUIP/BUILDING	.00	25,920.30
001-410-1120	LIBRARY TRUST	.00	10,362.90
001-410-1122	LIBRARY EQUIPMENT	5,055.00	18,965.33
001-411-1120	FRIENDS OF THE LIBRARY	766.99-	9,097.76
001-490-1120	150 COMMUNITY CELEBRATION	.00	665.82
041-000-1120	LIBRARY MEMORIAL	5,241.42-	18,722.13
041-000-1121	LIBRARY COMMUNITY ROOM	10.00	446.95
043-000-1120	PARK & RECREATION	5,000.00	21,444.37
110-000-1115	ROAD USE TAX	225,922.89-	58,702.57
112-000-1115	EMPLOYEE BENEFITS	16,452.50-	58,106.66
119-000-1115	EMERGENCY	24,257.46-	.00
121-000-1115	LOST 40% WATER/SEWER	89,142.97-	83,302.87
121-000-1121	LOST 60% CAPITAL SURPLUS	23,086.25-	49,593.02
121-000-1122	LOST DEBT SERVICE	65,289.87-	220.53
121-000-1123	LOST RESERVE	.00	66,586.61
125-000-1115	TIF	.00	.00
145-000-1115	HOUSING REHABILITATION	.00	980.63
200-000-1115	DEBT SERVICE	287,958.81-	20,040.15
312-000-1115	CITY HALL PROJECT	8,959.85	.00
316-000-1115	SOUTH STREET PHASE 3	17,685.50-	.00
322-000-1115	4TH,5TH,PURDY STREETS	256,693.64	99,908.16
323-000-1115	6TH ST RECONSTRUCTION	2,044.63-	.00
325-000-1115	EMERGENCY SERVICES BUILDING	22,719.29	.00
327-000-1115	WELLNESS/RECREATION CENTER	.00	.00
328-000-1115	1ST ST RAILROAD	78,800.00-	76,420.00
329-000-1115	5TH & CHURCH STREET	337,931.95	317,559.93

CITY OF JESUP  
BALANCE SHEET  
CALENDAR 6/2016, FISCAL 12/2016

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
600-000-1115	WATER	173,813.30-	159,881.53
600-000-1123	WATER DEBT SERVICE	23,496.83-	79.87
610-000-1115	SEWER	177,097.17-	257,097.14
610-000-1123	SEWER DEBT SERVICE	42,623.29-	145.79
750-000-1116	WATER DEPOSITS	18.24	36,959.48
750-000-1117	SALES TAX	186.61	1,140.22
820-000-1115	SELF INSURANCE DEDUCTIBLE	750.00	.00
	CHECKING TOTAL	669,829.48-	2,442,586.91
	TOTAL CASH	669,829.48-	2,442,986.91

CITY OF JESUP  
 REVENUE & EXPENSE REPORT  
 CALENDAR 6/2016, FISCAL 12/2016

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	POLICE TOTAL	32,964.21	277,892.67	304,482.00	26,589.33
	FIRE TOTAL	2,605.50	99,366.12	234,863.00	135,496.88
	AMBULANCE TOTAL	1,894.97	60,928.00	83,885.00	22,957.00
	BUILDING INSPECTOR TOTAL	1,943.81	24,020.44	23,390.00	630.44-
	ANIMAL CONTROL TOTAL	50.00	50.00	300.00	250.00
	OTHER PUBLIC SAFETY TOTAL	1,390.12	29,418.12	28,028.00	1,390.12-
	<b>PUBLIC SAFETY TOTAL</b>	<b>40,848.61</b>	<b>491,675.35</b>	<b>674,948.00</b>	<b>183,272.65</b>
	STREET TOTAL	150,094.56	494,062.00	509,475.00	15,413.00
	STREET LIGHTING TOTAL	3,231.99	39,465.13	32,000.00	7,465.13-
	TRAFFIC SAFETY TOTAL	777.17	5,618.39	5,500.00	118.39-
	STREET CLEANING TOTAL	.00	2,112.39	2,600.00	487.61
	GARBAGE TOTAL	802.00	16,098.00	16,209.00	111.00
	<b>PUBLIC WORKS TOTAL</b>	<b>154,905.72</b>	<b>557,355.91</b>	<b>565,784.00</b>	<b>8,428.09</b>
	OTHER HEALTH/SOCIAL SERV TOTA	.00	2,000.00	2,000.00	.00
	<b>HEALTH/SOCIAL SERVICES TOTAL</b>	<b>.00</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>.00</b>
	LIBRARY TOTAL	16,696.53	189,527.78	195,317.00	5,789.22
	FRIENDS OF LIBRARY TOTAL	766.99	3,984.34	5,700.00	1,715.66
	PARK TOTAL	4,288.43	26,655.71	34,201.00	7,545.29
	COMMUNITY RECREATION TOTAL	.00	10,400.00	10,400.00	.00
	CEMETERY TOTAL	.00	300.00	600.00	300.00
	COMMUNITY CELEBRATION TOTAL	805.21	6,567.35	12,750.00	6,182.65
	SOCCER TOTAL	.00	.00	.00	.00
	<b>CULTURE &amp; RECREATION TOTAL</b>	<b>22,557.16</b>	<b>237,435.18</b>	<b>258,968.00</b>	<b>21,532.82</b>
	ECONOMIC DEVELOPMENT TOTAL	.00	7,434.00	7,434.00	.00
	PLANNING & ZONING TOTAL	23.53	55.10	500.00	444.90
	<b>COMMUNITY/ECONOMIC DEV TOTAL</b>	<b>23.53</b>	<b>7,489.10</b>	<b>7,934.00</b>	<b>444.90</b>
	COUNCIL TOTAL	17.00	6,521.23	6,942.00	420.77
	MAYOR TOTAL	339.95	4,268.40	4,176.00	92.40-
	CLERK TOTAL	10,590.02	142,461.27	148,073.00	5,611.73
	ELECTION EXPENSE TOTAL	.00	1,312.21	1,500.00	187.79
	LEGAL SERVICES TOTAL	4,427.82	13,866.24	20,000.00	6,133.76
	CITY HALL TOTAL	524.27	11,876.53	13,900.00	2,023.47
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>15,899.06</b>	<b>180,305.88</b>	<b>194,591.00</b>	<b>14,285.12</b>

CITY OF JESUP  
 REVENUE & EXPENSE REPORT  
 CALENDAR 6/2016, FISCAL 12/2016

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	STREET TOTAL	304,446.50	316,404.32	319,164.00	2,759.68
	CITY HALL TOTAL	71,837.50	78,675.00	78,676.00	1.00
	DEBT SERVICE TOTAL	145,078.75	160,157.50	160,158.00	.50
	DEBT SERVICE TOTAL	521,362.75	555,236.82	557,998.00	2,761.18
	STREET TOTAL	27,929.54	655,149.20	1,008,606.00	353,456.80
	CITY HALL TOTAL	.00	8,959.85	9,000.00	40.15
	CAPITAL PROJECTS TOTAL	.00	31,815.25	115,000.00	83,184.75
	CAPITAL PROJECTS TOTAL	27,929.54	695,924.30	1,132,606.00	436,681.70
	WATER TOTAL	12,222.92	151,643.85	177,090.00	25,446.15
	SEWER TOTAL	22,608.65	190,265.22	452,740.00	262,474.78
	SELF INSURANCE TOTAL	360.48	1,110.48	2,000.00	889.52
	ENTERPRISE FUNDS TOTAL	35,192.05	343,019.55	631,830.00	288,810.45
	TRANSFERS TOTAL	835,258.01	835,258.01	784,743.00	50,515.01-
	TRANSFER OUT TOTAL	835,258.01	835,258.01	784,743.00	50,515.01-
	TOTAL OF ALL FUNCTIONS	1,653,976.43	3,905,700.10	4,811,402.00	905,701.90

CLAIMS PRESENTED TO THE CITY COUNCIL FOR JULY 5, 2016		
WARRANTS WRITTEN SINCE THE JUNE 21, 2016 MEETING:		
Accounts Payable	Payroll ACH - 7-1-15	15,294.99
Bank Iowa	Payroll taxes - Federal, Medicare, Social Security	5,365.71
CLAIMS PRESENTED FOR JULY 5, 2016:		
ADVANCED SYSTEMS, INC.	COPIER CONTRACT - LIB	68.84
ADVANTAGE COMPANIES	DIGITIZING NEWSPAPERS - LIB	5,785.00
AECOM	ENGINEERING - 4TH, 5TH, PURDY STREETS	2,377.57
ALLEN OCCUPATIONAL HEALTH	RESPIRATORY FIT TEST - FD	462.00
AMERICAN LEGION	FLAGS - PARKS	297.90
B & B FARMSTORE	MOWERS - PARKS	3,488.00
BAKER & TAYLOR	LIBRARY BOOKS	385.17
BIBLIONIX	ANNUAL CONTRACT - LIB	1,800.00
BLACK HAWK COUNTY TREASURER	HAZMAT CONTRIBUTION - FD	58.50
BMC AGGREGATES	CHIPS - ST	146.36
BRAXTON MORRISON	REIMB DENTAL EXPENSE - PD	175.00
BUCHANAN COUNTY	DISPATCHING SERVICE, 1/2 FY 2017	17,843.00
CITIZEN HERALD	MINUTES, WATER QUALITY - CH, WA	638.13
CITY LAUNDERING	MATS,MOPS,UNIFORMS - CH,WA,WW	476.87
D.A. DAVIDSON & CO.	CONTINUING DISCLOSURE - CH	1,000.00
D & D TIRE	REPLACE TIRE - ST	273.00
D & S PORTABLES	2 MONTHS RENT - PARKS	1,000.00
DISPLAY SALES	MOUNTING BRACKETS - COMM CELEBRATION	110.00
FARMERS MUTUAL TELEPHONE	TELEPHONE SERVICE - ALL	737.25
IOWA LEAGUE OF CITIES	MEMBER DUES - CH	1,438.00
JEDF	ANNUAL DUES - CH	25.00
JESUP CHAMBER OF COMMERCE	CHAMBER DUES - CH	75.00
L. L. PELLING COMPANY	7.37T PREMIX - ST	626.45
MACH 3 ENTERPRISES	HANSON FAMILY PROGRAM - FRIENDS LIB	325.00
MAKE IT UP! FACEPAINTING	FACEPAINTING PROGRAM - FRIENDS LIB	175.00
MAURER TREE SERVICE	REVOVE TREE - ST	700.00
MID AMERICAN ENERGY	UTILITIES - ALL	9,746.30
PETERSON HARDWARE	FILTERS,NUTS,BOLTS,PAINT,BATTERIES-LIB,ST	102.36
PETTY CASH	REPLENISH POSTAGE - LIB	84.16
POWER PLAN	REPLACE CYLINDER, BACKHOE - ST	2,277.37
PRESTO-X	PEST CONTROL - CH	71.38
RACOM CORPORATION	RADIO MAINTENANCE CONTRACT - PD	400.00
RITE PRICE OFFICE SUPPLY	PURCHASE ORDERS - CH, LIB	42.90
SPAHN & ROSE	SHOVELS, LUMBER - AMB	136.96
SUPERIOR WELDING	OXYGEN - AMB	24.25
THE LIBRARY STORE	HANG UP BAGS - LIB	41.73
THOMAS-JAMES	JUNE GARBAGE - ALL	40.00
TREASURER, STATE OF IOWA	JUNE SALES TAX	2,063.00
UTILTIY EQUIPMENT CO	WATER MAIN PARTS - WA	1,487.82
WALMART	TOILET PAPER,DVD'S,SNACKS-LIB,FRIENDS	193.08
WERTJES UNIFORMS	UNIFORM ALLOWAANCE - PD	22.00
TOTAL		57,220.35

# APPLICATION FOR WASTE COLLECTOR'S LICENSE

NAME Thomas James LLC

ADDRESS PO Box 56, Dunkerton, IA 50626

TELEPHONE (319) 822-4547

IF CORPORATION, LIST NAMES AND ADDRESSES \_\_\_\_\_

COMPLETE AND ACCURATE LISTING OF THE NUMBER AND TYPE OF COLLECTION AND TRANSPORTATION EQUIPMENT TO BE USED 2 trucks - 25 yd each

COMPLETE DESCRIPTION OF THE FREQUENCY, ROUTES AND METHOD OF COLLECTION AND TRANSPORTATION TO BE USED Pick up residential and business waste on Tuesday and Friday every week. Dumpsters and individual garbage cans. Use transportation listed above.

LOCATION AND METHOD OF DISPOSAL TO BE USED Black Hawk County Landfill 1509 E Washburn Rd, Waterloo, IA Empty truck into pit.

**LICENSE FEE                      \$25.00**

\*\*In addition to this application, submission of a copy of liability insurance covering all operations and all equipment and vehicles in the following amounts.

<b><u>BODILY INJURY</u></b>	<b><u>PROPERTY DAMAGE</u></b>	<b><u>MAXIMUM DEDUCTIBLE</u></b>
<b>\$300,000.00</b>	<b>\$50,000.00</b>	<b>\$100.00</b>

*Certificate of insurance will be faxed from Bellis Insurance/Insurance Headquarters, Fairbank*

## APPLICATION FOR WASTE COLLECTOR'S LICENSE

NAME Black Hawk Waste Disposal

ADDRESS 811 Dearborn Ave, Waterloo, IA 50703

TELEPHONE 319-232-4150

IF CORPORATION, LIST NAMES AND ADDRESSES \_\_\_\_\_

(same as above)

COMPLETE AND ACCURATE LISTING OF THE NUMBER AND TYPE OF COLLECTION AND TRANSPORTATION EQUIPMENT TO BE USED \_\_\_\_\_

1988-1994 Mack MR600 Rear Loads

COMPLETE DESCRIPTION OF THE FREQUENCY, ROUTES AND METHOD OF COLLECTION AND TRANSPORTATION TO BE USED \_\_\_\_\_

Monday - Residential + Commercial Trash

Tuesday - Recycling

Thursday - Commercial Trash

LOCATION AND METHOD OF DISPOSAL TO BE USED Black Hawk County Landfill +

Cedar Valley Recycling + Transfer

**LICENSE FEE                      \$25.00**

\*\*In addition to this application, submission of a copy of liability insurance covering all operations and all equipment and vehicles in the following amounts.

**BODILY INJURY**  
**\$300,000.00**

**PROPERTY DAMAGE**  
**\$50,000.00**

**MAXIMUM DEDUCTIBLE**  
**\$100.00**

APPLICATION FOR WASTE COLLECTOR'S LICENSE

NAME Waste Management of Independence

ADDRESS 1100 12<sup>th</sup> St NE, Independence, IA 50644

TELEPHONE 319-332-6009

IF CORPORATION, LIST NAMES AND ADDRESSES Waste Management  
1601 Fannin St.  
Houston, TX 77002

COMPLETE AND ACCURATE LISTING OF THE NUMBER AND TYPE OF COLLECTION AND TRANSPORTATION EQUIPMENT TO BE USED

One each - Rearload, commercial - Frontload, comm.  
Side load, residential

COMPLETE DESCRIPTION OF THE FREQUENCY, ROUTES AND METHOD OF COLLECTION AND TRANSPORTATION TO BE USED

Each vehicle will be in  
town one time a week on different  
days      Frontload - Tues      Side load - Fri  
Rear load - wed

LOCATION AND METHOD OF DISPOSAL TO BE USED Independence Transfer

1100 12<sup>th</sup> St NE, Independence IA 50644

**LICENSE FEE                      \$25.00**

\*\*In addition to this application, submission of a copy of liability insurance covering all operations and all equipment and vehicles in the following amounts.

<b><u>BODILY INJURY</u></b>	<b><u>PROPERTY DAMAGE</u></b>	<b><u>MAXIMUM DEDUCTIBLE</u></b>
<b><u>\$300,000.00</u></b>	<b><u>\$50,000.00</u></b>	<b><u>\$100.00</u></b>



## **JESUP FIRE RESCUE**

**Office of the Chief**

641 7<sup>th</sup> Street, P.O. Box 592 Jesup, Iowa 50648

319-240-3560 Cell 319-827-1732 HQ 319-827-6554 Fax

[jfd@jtt.net](mailto:jfd@jtt.net) (FD) [jesup410@gmail.com](mailto:jesup410@gmail.com) (Chief)



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## **Council Report: July 2016**

Members of the Department met on June 9<sup>th</sup> for a monthly training and business meeting. The training topic for the evening was Swift Water Rescue. Firefighters set-up and demonstrated the use of a Z-Drag, which is used in water rescue and recovery efforts.

The membership also met on June 23<sup>rd</sup> for our monthly drill. Equipment/Apparatus maintenance was conducted prior to training. The training topic for the evening was Ventilation Tactics and the proper/safe use of ladders and hoisting equipment. Firefighters had the opportunity to simulate cutting holes into a roof-like application that was put together using pallets, sheathing, and both steel and asphalt materials.

Best Regards,

Andrew R. Trumbauer

Chief Fire Officer,  
City of Jesup, Iowa

# POLICE ACTIVITY REPORT

Jun-16

CALL TYPE	
TRAFFIC STOPS	65
WARNINGS	50
CITATIONS	16
ALARM	2
ALCOHOL OFFENSE	0
ANIMAL COMPLAINT	0
ARREST / WARRANT	1
ASSAULT	2
ASSIST (M, P, O)	5
BURG., ROB., HOMICIDE	0
DRIVING COMPLAINT	0
DRUG OFFENSE	0
DWLS, DWLR, DWLB	1
FAMILY / SCHOOL HELP	0
GAS DRIVE-OFF	1
HARASSMENT	0
HARASS P.O. / I.W.O.A.	0
JUVENILE OFFENSE	0
LARCENY / THEFT	2
MEDICAL	8
MVA (PD, PI, F, H & R)	1
NOISE COMPLAINT	2
O.W.I.	0
PARKING COMPLAINT	0
SECURITY CHECK	20
SUSPICIOUS/TRESPASS	3
TRAFFIC HAZARD	0
VANDALISM	0
TOTALS	114

## **JESUP POLICE DEPARTMENT**

Departmental Report for 5/21/16

### **New Radio Purchases:**

We have recently ordered 4 new portable radios for the officers and also 2 new mobile radios for the vehicles. This purchase was much needed as the radios are all in need of replacement. The vehicle radios are missing buttons and very much out of date. The portable radios are a combination of several different brands with different functionality. The new radios will be the responsibility of the full time officers and we will pick a couple of the decent radios to keep charged for use by part time and reserve officers as needed. The purchase of the new radios will also be beneficial for the added security that we will have for Farmers Day this year as it will obviously need increased Law Enforcement Visibility/Assistance.

The total purchase price of the radios was about half of what I initially anticipated and was seeing when I started to get quotes and searching online. As I am sure you already know, good communication is crucial to law enforcement as well as any public safety entities in our city and our equipment needs to be reliable.

### **Salvage Vehicle Examinations:**

I have recently received certification to begin doing Salvage Vehicle Examinations. My first ones were on Wednesday the 15<sup>th</sup>. The process has changed and it is much easier now from what I hear. As of July 1<sup>st</sup> the cost for each examination will go up to \$50. The city will receive \$40 of that and it is all electronic with no exchange of money in hand. The process is almost entirely done online. I anticipate that each inspection will be approximately 30-45 minutes, barring any complications.

### **Squad Car Repair:**

As you may or may not know, one of the Tahoe patrol vehicles sustained damage to the driver's side rear tail light, quarter panel, and bumper caused by an officer backing into the police department. An estimate was done and light was replaced by Jesup Paint and Body to get it back on the road. It was turned into the insurance company and a check has been issued. The damage will be repaired the first part of July as they are approximately 30 days out in scheduling at the body shop.

### **Department Training:**

Last month the department received handgun training/requalification at the Black Hawk County Sheriff's Office Range in Raymond. Training this month is Active Shooter Training. This training is held at an elementary school in Waterloo with the Black Hawk County Sheriff's Office. One officer has attended the training and said that it is very beneficial. Other officers will be attending the training yet this month. The Black Hawk County Sheriff's Office has been a great training opportunity for the City of Jesup and we intend to maintain a strong relationship with them as well as our other surrounding agencies.

### **Handgun Purchase:**

The Police Department has also purchased new handguns as part of the handgun trade program offered by GLOCK. According to the GLOCK representative, our guns were over 20 years old. According to one of our previous firearms trainers, the guns were starting to experience problems with the internal parts. The program allowed us to trade our guns and receive approximately \$250 credit for each gun, which in turn allowed us to purchase new guns with upgraded sights for approximately \$159 per gun. 4 were purchased for full time staff only. I'm sure I don't have to express the importance of having firearms that we can rely on. Hopefully we do not have to use them during our day to day course of business, but if the need should arise, they certainly need to be reliable.

### **TRACS Software:**

On the 26<sup>th</sup> of May the squad cars were equipped with TRACS Software by the Department of Public Safety. As you know the hardware was installed a while back and we are now up and running with the ability to print out citations/warnings, electronic incident reporting, accident reporting, and OWI processing. The ability to have a system called MACH will also come with the use of TRACS. MACH will allow us to use mapping, communicate with other officers in the state of Iowa using instant messaging, instant messaging with dispatch, ability to query registration information and driver's license information in a timely manner, locate officers in the area, locate snow plows in the area, locate and tag abandoned or stranded vehicles, and multiple other tools that will assist the officers of this department. MACH will be installed in approximately 60-90 days after the initial installation of TRACS. MACH will require the vehicles to have internet capabilities. As of now, we have a hotspot on the IPHONE. I would be looking to use an air card for connectivity in the near future for one car and eventually when the contract runs out on the phone, move to an air card in the second vehicle as well.

# Building Inspection Monthly Report

Prepared by John Powers

July 5, 2016

## Inspections

		Code Enforcements	4
Building plan	10	Code Questions	47
Site plan	14	Meeting Hours	5.5
Building	18	% of time in	
Electrical	7	building dept.	31%
Plumbing	4	<b><u>Revenues for</u></b>	
Certificate of		<b><u>the month</u></b>	<b><u>\$3,865.53</u></b>
Occupancy	0		

## Permits

Permit #	Address	Street	Value	Issue Date	Fee	Reason
2016-29	1724	Cork Drive	\$467,000.00	6/1/2016	\$687.24	New Construction
2016-30	1174	Prospect Street	\$260,000.00	6/7/2016	\$557.91	New Construction
2016-31	145	7th Street	\$20,000.00	6/7/2016	\$112.50	Addition
2016-32	1245	7th Street	\$2,200.00	6/10/2016	\$30.00	roofing
2016-33	334	Limerick Drive	\$200,000.00	6/13/2016	\$514.51	New Construction
2016-34	1215	2nd Street	\$1,000.00	6/16/2016	\$30.00	Deck
2016-35	914	Hawley Street	\$1,625.00	6/17/2016	\$30.00	roofing
2016-36	945	2nd Street	\$170,000.00	6/20/2016	\$494.77	New Construction
2016-37	155	Hawley Street	\$4,290.00	6/22/2016	\$30.00	roofing
2016-38	1235	10th Street	\$15,000.00	6/24/2016	\$113.60	additon
2016-39	754	4th Street	\$14,000.00	6/28/2016	\$30.00	deck
2016-40	1264	Ainsworth Street	\$6,000.00	6/29/2016	\$30.00	deck
2016-41	1114	Hawley Street	\$3,000.00	7/1/2016	\$30.00	roofing
2016-E18	1174	Prospect Street	\$15,000.00	6/16/2016	\$285.00	new construction
2016-E19	334	Limerick Drive	\$11,000.00	6/21/2016	\$200.00	new construction
2016-P03	1724	Cork Drive	\$24,000.00	6/1/2016	\$210.00	New Construction
2016-P04	1174	Prospect Street	\$16,305.00	6/8/2016	\$180.00	New Construction
2016-P05	334	Limerick Drive	\$12,000.00	6/13/2016	\$150.00	New Construction
2016-P06	945	2nd Street	\$12,000.00	6/20/2016	\$150.00	New Construction

# CITY OF JESUP

## EMPLOYMENT APPLICATION \*EQUAL OPPORTUNITY EMPLOYER

791 6<sup>th</sup> Street, P.O. BOX 592, Jesup, Iowa 50648-0592

Telephone# (319) 827-1522 Fax# (319) 827-3510

<http://www.jesupiowa.com/>

Print in ink or type.

1. Answer all questions completely.
2. Resumes will not be accepted in lieu of applications.
3. At the time of employment with the city, you must submit proof of U.S. citizenship or authorization to work in the United States.
4. False statements or omission of material facts will result in rejection of your application or removal from employment after hire.

Position Applied For: <b>Paramedic</b>	Date of Application: <b>6/20/2016</b>
--	---------------------------------------

**PLEASE PRINT OR TYPE**

### PERSONAL INFORMATION

Last Name <b>Kelly</b>	First Name <b>Jordan</b>	Middle <b>Ray</b>	Is there any name, other than the name stated here, which you have previously used to identify yourself? If so: Last Name:      First Name:      Middle:	Social Security Number
Address <b>1396 240th Street</b>		Apt. #	P.O. Box	Home Phone
City <b>Independence</b>	State <b>IA</b>	Zip <b>50644</b>	Business Phone or Cell Phone Number <b>319-404-1118</b>	
Are you a citizen of the United States and legally able to work in the U.S. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are you 18 or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a high school diploma or GED certificate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

### EDUCATION AND TRAINING

Please include any training relative to the position you are applying for, including military:

Colleges, Vocational or Technical Schools	Major Subject	Units	Type of Degree or Certificate	Complete Course
<b>Mercy College of Health Sciences</b>	<b>Paramedic</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

### LICENSES AND CERTIFICATES REQUIRED FOR, OR RELATED TO, THIS POSITION

Description	Issued by	ID #	Expiration Date
<b>Paramedic, Critical Care Paramedic</b>	<b>State of Iowa</b>	<b>PM-17-118-01</b>	<b>03/31/2018</b>
<b>Paramedic</b>	<b>National Registry of EMT's</b>	<b>M8040003</b>	<b>03/31/2018</b>

### PERTINENT SPECIAL SKILLS

Please list experience with machines, office equipment, languages, or other special skills pertinent to the position for which you are applying.


### ADDITIONAL INFORMATION


Have you ever been employed by the City of Jesup?  Yes  No Are you willing to undergo a pre-employment physical exam?  Yes  No

Have you ever been discharged or requested to resign from any position for misconduct or unsatisfactory service?  Yes  No  
 If yes, explain: \_\_\_\_\_

Have you ever been convicted of a criminal offense?  Yes  No (If so, what and when) \_\_\_\_\_  
 (Affirmative answer will not automatically disqualify you from being considered as a candidate for employment.)

Do you possess a valid driver's license (if job required)?  Yes  No State: IA Driver's License # 805YY3118 Class: D

If a driver's license is required by the job, have you received any tickets in the last three years for moving violations?  Yes  No How Many? \_\_\_\_\_  
 Date: \_\_\_\_\_ Violation: \_\_\_\_\_ Date: \_\_\_\_\_ Violation: \_\_\_\_\_

Do you have relatives employed by the City of Jesup?  Yes  No

If yes, indicate the name, relationship, and department: \_\_\_\_\_

**WORK EXPERIENCE**

**Beginning with your Present or most recent employer, describe all Work Experience including Military, Volunteer and Intern Experience.  
 (Attach additional sheets if necessary, or retrieve Work Experience template)**

Name of Present or Most Recent Employer <b>UnityPoint Health</b>			Address <b>1026 A Ave NE, Cedar Rapids IA 52406</b>
Starting Date Month/Year <b>02/2012</b>	Leaving Date Month/Year <b>N/A</b>	Salary \$ _____ per _____ <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time _____ hrs/wk <input type="checkbox"/> Volunteer <input type="checkbox"/> Intern _____ hrs/wk	Reason for Leaving  <b>N/A</b>
Job Title (Present or Most Recent) <b>Flight Paramedic</b>		Name of Supervisor/Title <b>Catherine Ross-Garron</b>	Phone # <b>319-368-8995</b>

Job Duties:

May we contact this employer?  Yes  No

Name of Employer			Address
Starting Date Month/Year	Leaving Date Month/Year	Salary \$ _____ per _____ <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time _____ hrs/wk <input type="checkbox"/> Volunteer <input type="checkbox"/> Intern _____ hrs/wk	Reason for Leaving
Job Title (Present or Most Recent)		Name of Supervisor/Title	Phone #

Job Duties:

May we contact this employer?  Yes  No

Name of Employer			Address
Dates of Active Duty:			
Starting Date Month/Year	Leaving Date Month/Year	Salary \$ _____ per _____ <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time _____ hrs/wk <input type="checkbox"/> Volunteer <input type="checkbox"/> Intern _____ hrs/wk	Reason for Leaving
Job Title (Present or Most Recent)		Name of Supervisor/Title	Phone #

Job Duties:

May we contact this employer?  Yes  No

Military Experience Yes		<input checked="" type="radio"/> No	Branch of Service Army      Navy      Air Force      Marines Coast Guard      Reserve/National Guard	
Starting Date Month/Year	Leaving Date Month/Year	Salary \$ _____ per _____ <input type="checkbox"/> Full Time <input type="checkbox"/> Volunteer		Class of Discharge Honorable Dishonorable Other
Rank (Present or Most Recent)		Name of Supervisor/Title		Phone #
Job Duties:				
** ATTACH A COPY OF YOUR DD-214 FORM TO THIS APPLICATION**				

### REFERENCES

**(NOT EMPLOYERS OR RELATIVES AT LEAST THREE)**

Name and Address	Occupation	Phone
Lynette Hemphill	Flight Nurse	707-478-7825
Jennifer Reece	Nurse Educator	319-899-4805
Nichole Morgan	Flight Nurse	319-270-4508

### EMERGENCY CONTACT INFORMATION

Name	Address	Relationship	Telephone Number
Jeremy Gardemann	Same as Applicant	Spouse	319-491-4068

**ATTACHMENT A**

This Employer is an equal opportunity employer and does not discriminate against any employee or applicant for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, or disability.

Note: If you have a physical or mental disability and you believe that an accommodation may be necessary in order for you to complete this application, please state the kind of accommodation which you believe appropriate: \_\_\_\_\_

Please answer ALL questions. Print or write carefully. If you provide false, inaccurate, or incomplete information in this application form or in any interview, you will not be eligible for employment, or, if you are hired, you will be subject to termination.

**AGREEMENT (Please read the following statements carefully)**

I hereby affirm that the information provided on this application (and accompanying resume, if any) is true and complete to the best of my knowledge. I also agree that falsified information or significant omissions may disqualify me from further consideration for employment and may be considered justification for dismissal if discovered at a late date.

I understand that my employment can be terminated, with or without cause, at any time at the discretion of either the City of Jesup or myself. I understand that no management official other than the Mayor (with council approval) has any authority to enter into any agreement contrary to the foregoing or make any oral assurance or promise of continued employment.

I authorize persons, schools, my current employer (if applicable), and previous employers and organizations named in this application (and accompanying resume, if any) to provide any relevant information that may be required to arrive at an employment decision.

Signature Jada R Kelly

Date 6/20/2016

# City of Jesup

## AFFIRMATIVE ACTION INFORMATION

The following information is necessary for the City of Jesup to evaluate its hiring practices and to prepare reports required by law for the State and Federal governments. This information is voluntary and will be kept separate and confidential.

Position Applied For: Paramedic Sex:  Female  Male

Date of Application: 6/20/2016

RACIAL CATEGORY	
<input checked="" type="checkbox"/> WHITE/CAUCASIAN (Not of Hispanic origin)	All persons having origins in any of the original peoples of Europe, North Africa, or Middle East.
<input type="checkbox"/> BLACK/AFRICAN AMERICAN	All persons having origins in any of the black racial groups.
<input type="checkbox"/> HISPANIC/LATINO	All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin, regardless of race.
<input type="checkbox"/> ASIAN OR PACIFIC ISLANDER	All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands, Samoa, and India.
<input type="checkbox"/> AMERICAN INDIAN OR ALASKAN NATIVE	All persons having origins in any of the original peoples of North America who maintain cultural identification through tribal affiliation or community recognition.

**EQUAL EMPLOYMENT OPPORTUNITY:** We are an Equal Opportunity/Affirmative Action Employer. We are dedicated to a policy of nondiscrimination in employment on the basis of race, color, religion, sex, national origin, age, or mental and/or physical disability.

**APPLICATION PROCESS:** Submit a completed City of Jesup employment application to the City of Jesup, PO Box 592 Jesup, Iowa 50648-0592, by the closing date. As requested, please also submit a completed, resume and cover letter.

**DRUG SCREENING:** If you apply for a safety sensitive position, a conditional job offer will be contingent upon successful completion of a drug screening, and subject to random testing after hire.

**PROBATIONARY PERIOD:** Newly hired and newly promoted employees serve a probationary period of fixed duration as the final step in the selection process to show their ability to perform the work.

**SALARIES AND BENEFITS:** The City of Jesup offers competitive salaries and a comprehensive benefits program provided to regular full-time employees; paid vacation, holidays, and sick leave; medical coverage to employees and dependents, retirement plan "IPERS"

**IMMIGRATION LAW:** In accordance with the Immigration Reform and Control Act of 1986 (IRCA), all newly hired employees will be required to complete and sign an Employment Eligibility Verification Form and present documentation verifying identity and employment eligibility.

# City of Jesup

**VOLUNTARY COMPLETION BY APPLICANT. NOT FOR INTERVIEW PURPOSES.**

## RECRUITMENT SOURCE

How did you become aware of this employment opportunity?

- Newspaper    Which newspaper? \_\_\_\_\_
- City Employment Announcement                       City Job Information Line
- City Employee     State Employment Office
- City Website     Other    Explain: \_\_\_\_\_

---

City of Jesup  
791 6<sup>TH</sup> Street  
PO Box 592  
Jesup, Iowa 50648-0592

# AGREEMENT AND CONTRACT FOR FIRE PROTECTION

Between the

City of Jesup, located in Buchanan and Black Hawk Counties, State of Iowa and Perry and Westburg Townships, located in Buchanan County and Barclay and Fox Townships, located in Black Hawk County, State of Iowa.

- **PARTIES**

The parties to this agreement shall be the City of Jesup, hereafter referred to as "the City", and Perry, Westburg, Barclay and Fox Townships, hereafter referred to as "the Townships".

- **AREA OF SERVICE**

The description of the area(s) afforded fire suppression and fire protection services as provided by this Agreement is attached as Exhibit "A" to this Agreement. A map of the area(s) is attached and identified as Exhibit "B" to this Agreement.

- **SERVICES PROVIDED**

The City shall provide fire protection services for the Township property described in Exhibit "A" in the same manner as is provided to the citizens residing within the City's geographical limits.

- **EQUIPMENT**

The City shall maintain and house both its own equipment and that owned by the Townships and any other emergency equipment purchased under this Agreement. The budgets formulated pursuant to this Agreement shall provide funding for said maintenance, housing, and repairs; provided, however, such budgets shall not include expenses associated with the expansion or renovation of the City's existing fire station or any new fire facility. The equipment provided by and for the parties shall meet or exceed standards set by the National Fire Protection Association.

## 5. **TAX LEVIES**

The Trustees of each Township shall levy sufficient taxes within the tax limitations prescribed by the Code of Iowa to pay the Townships' agreed upon share of the expenses for fire equipment maintenance and replacement and all other necessary expenditures to provide fire protection to the parties based on the Cost Sharing Formula, as provided in Section 7 below.

**6. NON-TAX REVENUES**

All revenues received by and on behalf of the Fire Department from sources other than tax levies, including but not limited to, free-will donations and proceeds of payments in response to billings, shall be separately accounted for.

**7. COST SHARING FORMULA**

The amounts that each party to this Agreement shall pay shall be based on the following formula:

$$\text{Share of Costs} = \frac{\%TV + \%FC + \%POP}{3}$$

Where: TV =Taxable Value of Area Being Served  
FC =Annual Total of Fire and Emergency Calls of Area (Excluding calls to incidents occurring on the right-of-way of U.S. Highway 20 and 1-380.)  
POP =Population of Area served

A running average of fire and emergency calls from the most recent five (5) years, or whatever period is available of each area, shall be applied to the formula. The running average of fire and emergency calls shall be recalculated on an annual basis with the most current available date.

Equalization of the cost of calls to incidents occurring on the right-of-way of U.S. Highway 20 and 1-380 on or after January 1, 2016 shall be as follows: A running average of such calls from the most recent five (5) years shall be divided by five (5). The result shall be added to the formula factor "Annual Total of Fire and Emergency Calls of Area" (FC) of each party to this Agreement. The running average of such calls shall be recalculated on an annual basis with the most current available date.

For all purposes under this Agreement, population figures shall be based on the most recent federal census or special census, whichever is the latest for each party. The population for Perry, Westburg, Barclay (24 ½ sections) and Fox (25 sections) shall be that of the unincorporated portion of the Townships.

NOTE: The City of Gilbertville Fire Department provides fire and emergency service for the remaining eleven (11) sections in Fox Township. The City of Dunkerton Fire Department provides fire and emergency service of the remaining eleven and half (11 ½) sections of Barclay Township.

## **8. FIRE ADVISORY BOARD**

There is hereby created a Fire Advisory Board ("the Board") consisting of one trustee from each township that is a party to this Agreement, one elected official of the City, and the fire chief of the City. The Board shall cooperate as provided below with the City Council on the formulation of the annual budget for the operation of the City's fire department and for all major expenses and purchases of new fire vehicles and equipment. The Board shall not be responsible for the administration and operations of the City's fire department. The Board shall annually elect a chair and a secretary from its membership.

The Board shall meet annually during the month of August to review the expenses of the City's fire department for the fiscal year just concluded. The fire chief of the City at said annual meeting shall furnish to the Board a written report of non-tax revenues described in Section 6 above received by and on behalf of the Fire Department during the fiscal year just concluded.

## **9. BUDGET FORMULATION PROCEDURE**

The Board shall formulate a proposed fire protection budget for the next fiscal year not later than December 15 and shall submit its proposed budget to the City Council not later than the first Friday in January. The City Council shall consider and act upon the proposed budget not later than the third Friday in January and shall immediately communicate to the Board chair its action on the proposed budget. In its consideration, the City Council shall not add to the proposed budget wholly new categories of expense or new line items. If the City Council concurs with the proposed budget, it shall adopt the same and the same shall become the fire protection budget for the next fiscal year.

In the event that the City Council does not concur with the proposed budget, it shall advise the Board of the specific points of disagreement with the proposed budget. Upon being advised of the City Council's disagreement with the proposed budget, the Board chair shall reconvene the Board to meet not later than January 31 to review the proposed budget. At the completion of its review, the Board shall transmit its revised proposed budget to the City Council. The City Council shall consider and act upon the revised proposed budget not later than February 15.

If the City Council concurs in the revised proposed budget, it shall adopt the same and the same shall become the fire protection budget for the next fiscal year. In the event that the City Council does not concur in the revised proposed budget, it may formulate and adopt a budget that does not conform to the Board's revised proposed budget and the same shall become the budget for the next fiscal year; provided, however, that any such budget shall not increase total expenditures compared to the previous year's budget by a percentage greater than the percentage of the most recent consumer price index ("the CPI") increase plus one percent (1%) as determined by the

United States Department of Labor. In the event that the City Council's budget thus determined does propose total expenditures that are greater compared to the total expenditure of the previous year's budget by a percentage that exceeds the CPI plus one percent (1%), the Townships shall have the right to submit the issue to binding arbitration.

#### 10. TOWNSHIP PAYMENTS

The City shall bill each Township on a monthly basis, and said bill shall be sent to each Township Clerk no later than the tenth (10<sup>th</sup>) business day of the month. Payment shall be remitted to the City Clerk of the City of Jesup by the last day of the month.

#### 11. MUTUAL AID AGREEMENTS

Fire equipment belonging to the City and Townships may be used in fire protection areas outside the area covered by this Agreement in accordance with mutual aid agreements between the City and other cities.

#### 12. SERVICE TO OTHER AREAS

If the City wishes to serve a Township or a part of a Township or a City or a part of a City not party to this Agreement on an annual basis, it may do so as long as the fee assessed and collected is equal to what the assessment would be under the formula used for the parties to this Agreement, calculated after considering additional costs and depreciation on equipment.

#### 13. INSURANCE COVERAGES

The City shall provide and maintain the following insurance coverages from companies and agents properly licensed and authorized to do business by the State of Iowa.

A. **Public Liability:** Including coverage for direct operations, independent contractors, contractual liability and completed operations, with limits not less than:

1. Bodily Injury Liability- \$1,000,000 each person  
\$1,000,000 each occurrence
2. Property Damage Liability- \$1,000,000 each occurrence  
\$2,000,000 aggregate

B. **Workers' Compensation:** Including employer's liability in accordance

with the Workers Compensation Laws of the State of Iowa.

**C. Malpractice/Errors & Omissions:** Coverage for all firefighters and officers from errors and omissions in the performance of duties with a maximum limit of not less than \$500,000.

#### **14. LIABILITY AND INDEMNIFICATION**

The parties to this Agreement shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold each other harmless against all claims and expenses, including legal expenses and reasonable attorney fees:

- a. Arising out of death of, or injury to, any person or persons;
- b. Arising out of any damage to any property; and
- c. Arising out of any other claim, demand or cause of action;

Caused by the negligence or fault of the particular party. Each party, at all times, reserves the right to retain legal counsel of its own choosing to defend its respective interests.

#### **15. TERMS OF AGREEMENT**

This document incorporates the complete agreement of the parties and nothing further may be utilized to explain, contradict or nullify the Agreement. It is stipulated and understood that this document consists of thirteen (13) pages including text, signature page(s) and all exhibits (including "A" and "B"). By execution of this document, each party shall affirm that it has had sufficient opportunity to seek independent advice with regard to its terms. If there are any changes to this document prior to its execution by all parties, the same shall be reduced to writing, signed by all parties, and incorporated herein.

#### **16. JURISDICTION, VENUE, AND ATTORNEY FEES**

In the event there are any disputes that arise between parties to this Agreement, all parties hereby consent and agree to the jurisdiction of the District Court of the State of Iowa and the venue of Buchanan and/or Black Hawk County, Iowa as is applicable. All disputes shall be resolved according to the laws of the State of Iowa. Each party shall be initially liable for its own legal fees and expenses. The prevailing party or parties shall be entitled to recover its reasonable fees and expenses, including reasonable attorney fees.

#### **17. ARTICLE HEADINGS**

The article headings contained in this Agreement are for reference purposes only and shall not affect the meaning or the interpretation of any part of the text.

**18. EXECUTION AND FILING**

The parties shall timely execute any ancillary documents necessary to carry out the terms of this Agreement. Each party may execute this document outside the presence of any other party and in separate counterparts, but all parties will be promptly informed of any changes therein as provided in Section 15 above. This Agreement shall not enter into effect and force prior to its filing with the Iowa Secretary of State as required by Iowa Code Section 28E.8, and prior to the date specified in Section 19 below.

The City Clerk of the City of Jesup shall cause this Agreement to be filed with the Secretary of State and recorded in the offices of the respective county recorders prior to the effective date of this Agreement specified in Section 20 below.

**19. AMENDMENTS**

Any amendment to this Agreement after its execution and filing shall require the unanimous approval of the parties. The addition of another public agency as a party to this Agreement shall require an amendment of this Agreement. All duly approved amendments to the Agreement shall be filed with the Iowa Secretary of State. Copies of the revised Agreement incorporating an amendment or amendments shall be provided/distributed promptly to the parties.

**20. TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2016 and then remain in effect through June 30, 2019. This Agreement shall automatically renew for successive one-year periods and continue on a year-to-year basis (July 1 through June 30) thereafter until terminated by the parties. This Agreement replaces and supersedes the existing fire protection agreement between the parties set to expire June 30, 2016.

**21. WITHDRAWAL/TERMINATION**

In the event that any party to this Agreement shall desire to withdraw from or terminate its participation in this Agreement it may do so at any time provided it shall complete a written notice of withdrawal and deliver it to all other parties by hand delivery or certified mail not later than the first day of February specifying that the withdrawal or termination shall not become effective until June 30th of the year the notice is given and, in the event that the withdrawing party or parties is/are township(s), not until the same shall have paid all current and outstanding payments for services rendered pursuant to this Agreement. Upon such withdrawal or termination, the withdrawing/terminating party (ies) shall retain those items of its/their property used to accomplish its/their participation in this Agreement.

**22. SEVERABILITY**

If any section, subsection, sentence, clause or phrase or this Agreement is for any reason held to be unconstitutional or void, such decision shall not affect the validity of the remaining portions of this Agreement that can be given effect without the invalid section, subsection, sentence, clause, or phrase.

Approved by the City Council of the City of Jesup, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Larry Thompson  
Mayor of the City of Jesup, Iowa

ATTEST:

\_\_\_\_\_  
City Clerk of Jesup, Iowa

Approved and passed by the Volunteer Fire Department of the City of Jesup, Iowa, on this \_\_\_\_ day of \_\_\_\_\_, 2016.

BUCHANAN COUNTY

\_\_\_\_\_  
Andy Trumbauer, Fire Chief  
Jesup Volunteer Fire Department

ATTEST:

\_\_\_\_\_  
Secretary  
Jesup Volunteer Fire Department

\_\_\_\_\_  
Treasurer  
Jesup Volunteer Fire Department

BLACKHAWK COUNTY

\_\_\_\_\_  
Barclay Township Trustee  
Chairperson  
Date: \_\_\_\_\_

\_\_\_\_\_  
Fox Township Trustee  
Chairperson  
Date: \_\_\_\_\_

\_\_\_\_\_  
ATTEST – Clerk, Barclay Township  
Date: \_\_\_\_\_

\_\_\_\_\_  
ATTEST – Clerk, Fox Township  
Date: \_\_\_\_\_

BUCHANAN COUNTY

\_\_\_\_\_  
Perry Township Trustee  
Chairperson  
Date: \_\_\_\_\_

\_\_\_\_\_  
Westburg Township Trustee  
Chairperson  
Date: \_\_\_\_\_

\_\_\_\_\_  
ATTEST – Clerk, Perry Township  
Date: \_\_\_\_\_

\_\_\_\_\_  
ATTEST – Clerk, Westburg Township  
Date: \_\_\_\_\_

## Exhibit "A"

### DESCRIPTION

Of the Sections of *BARCLAY, FOX, PERRY and WESTBURG TOWNSHIPS* covered by the *JESUP VOLUNTEER FIRE DEPARTMENT* for FIRE PROTECTION and EMERGENCY RESPONSE SERVICES

The City of Jesup shall be responsible for providing fire protection and emergency response services to the following specific sections of the townships as outlined in dark black on Exhibit "B".

#### BARCLAY Township

T-89-N R-11-W; East half of Section 1; Section 12; NE & SE quarter sections, and the east half of the NW & SW quarter sections of Section 11; Section 13; NE, SE, & SW quarter sections & the east half of the NW quarter section of Section 14; South half of Section 15; South half of Section 16; SE quarter section of Section 17; NE, SE, & SW quarter sections of Section 20; South half of section 19; Sections 21, 22, 23, 24, 30, 29, 28, 27, 26, 25, 31, 32, 33, 34, 35 & 36.

#### FOX Township

T-88-N R-11-W; Sections 1, 2, 3, 4, 5, 6; North half of Section 7; North half of Section 8; Section 9, 10, 11, 12, 13, 14, 15; NW, NE, & SE quarter sections of Section 16; NE quarter section of Section 21; Section 22, 23, 24, 25, 26, 27; NE, SE, & SW quarter sections of Section 33; Section 34, 35 & 36.

#### PERRY Township

T-89-N R-10-W; Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36.

#### WESTBURG Township

T-88-N R-10-W; Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36.







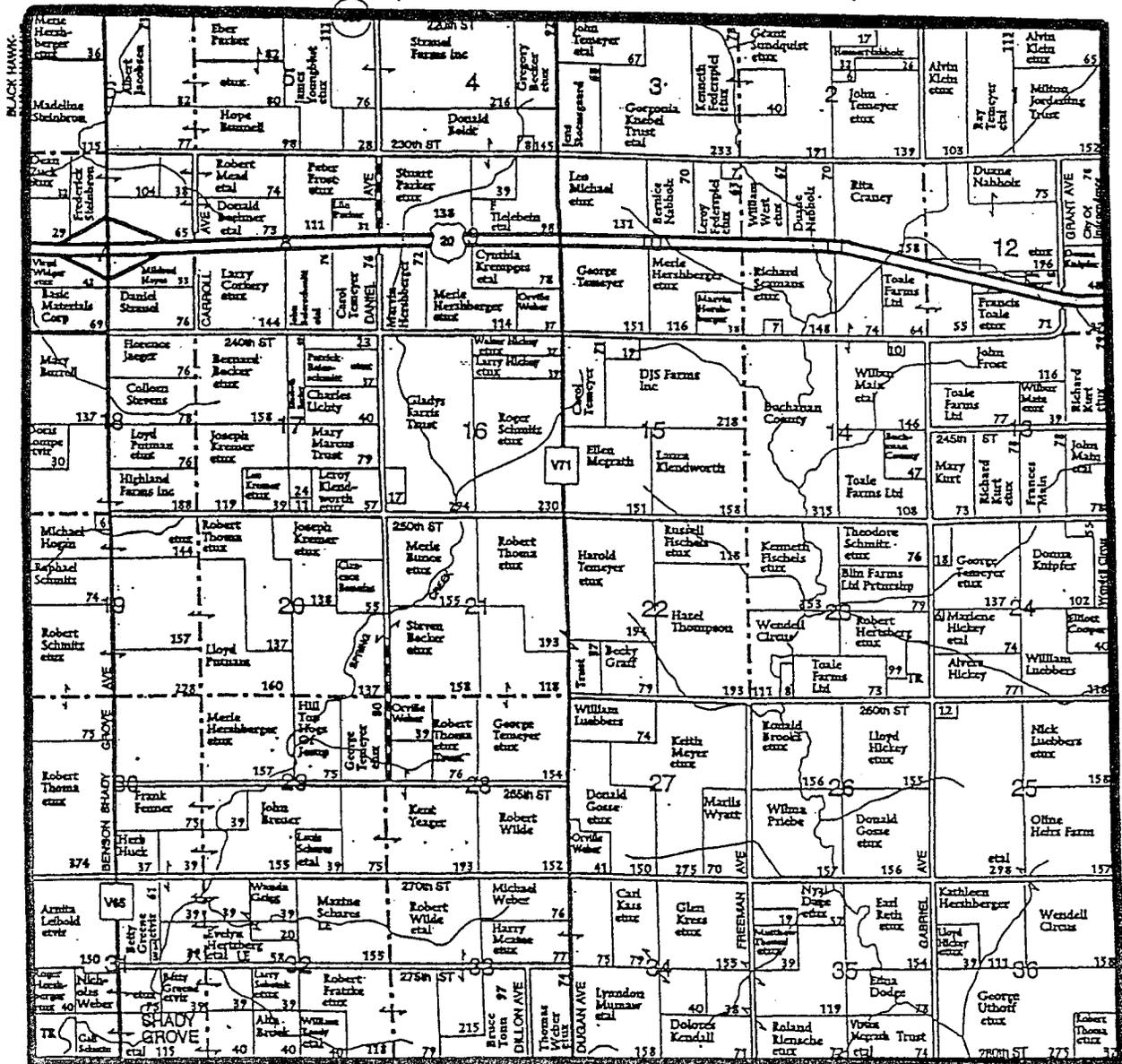
# Exhibit "B"

## WESTBURG TOWNSHIP

T-88-N

### WESTBURG PLAT (Landowners)

R-10-W



# Addendum to Contract

**AIA B101 – 2007 Owner and Architect dated May 12, 2014**

Date: June 27, 2016

City of Jesup  
 Attn: Mayor Larry Thompson  
 791 6<sup>th</sup> Street  
 Jesup, IA 50648

**Re: New Emergency Services Building, Jesup, IA. (Design Intent)**

We propose to adjust our contract with you for the **New Emergency Services Building, Jesup, IA** as follows:

- Redesign of the Schematic design
  - Review program to see that it is still relevant
  - Review sustainability goals
  - Review site plan
  - Discuss materials and models
  - Preliminary budget
- Design Development
  - Review space use:
    - Materials
    - Outlet/Data locations
    - Lighting type
    - Storage/Casework
    - Water needs
    - Windows
    - Access – Hardware type
  - Develop Preliminary:
    - Sections
    - Plans
    - Elevations
    - Generic Details
    - Design Intent details
    - Diagrammatic building system layouts
    - Outline Specifications
  - Updated Estimate
- End of Services:
  - Use of drawings by City of Jesup to solicit Design/Build Contractor/Developer that would hire an architect of their own to provide drawings, seal, submit to AHJ as required, and assume all liability of construction of building.
  - The drawings created by StruXture shall not be used for construction and the Owner agrees to Remove all liability of Construction, Building design, coded compliance and system performance from StruXture Architects.
  - *Agreement is Architects only – No consultants/sub-consultants are part of this agreement.*

314 East 4th Street  
 Waterloo, IA 50703  
 phone 319.234.1515  
 fax 319.234.1517

ARCHITECTURE  
 INTERIOR DESIGN  
 MASTER PLANNING

[www.struxture.com](http://www.struxture.com)

StruXture agrees to perform the above work and leave project according to the above description  
for a fee of: \$36,540

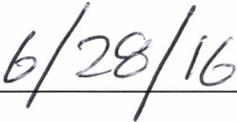
Attest:

Nicholas W. Hildebrandt, AIA, LEED AP, Principal



Nicholas W. Hildebrandt, Principal

Larry Thompson, Mayor of City of Jesup



Date

Date

**RESOLUTION NO. 2017-**

**RESOLUTION SETTING SALARY FOR PART-TIME POLICE OFFICER**

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF JESUP, BUCHANAN COUNTY, IOWA

That the following persons and positions named shall be paid the salaries or wages indicated and the Clerk is authorized to issue warrants/checks less legally or authorized deductions from the amounts set out below, and make such contributions to I.P.E.R.S. and Social Security or other purposes as required by law or authorization of the Council, all subject to audit review by the Council:

Part Time Police Officer	Kyle Manternach	16.85 hr.
--------------------------	-----------------	-----------

PASSED AND APPROVED THIS 5<sup>TH</sup> DAY OF JULY, 2016.

\_\_\_\_\_  
Larry Thompson  
Mayor

Attest:

\_\_\_\_\_  
LeAnn Even, CMC, ICMC, CFO  
City Clerk

# CITY OF JESUP

## EMPLOYMENT APPLICATION \*EQUAL OPPORTUNITY EMPLOYER

791 6<sup>th</sup> Street, P.O. BOX 592, Jesup, Iowa 50648-0592  
 Telephone# (319) 827-1522 Fax# (319) 827-3510  
<http://www.jesuplowa.com/>

Print in ink or type.

1. Answer all questions completely.
2. Resumes will not be accepted in lieu of applications.
3. At the time of employment with the city, you must submit proof of U.S. citizenship or authorization to work in the United States.
4. False statements or omission of material facts will result in rejection of your application or removal from employment after hire.

Position Applied For: **Part-time Officer**

Date of Application: **6/9/2016**

PLEASE PRINT OR TYPE

### PERSONAL INFORMATION

Last Name <b>Boos</b>	First Name <b>Christopher</b>	Middle <b>Jon</b>	Email Address (if available) <b>ofcboos@jtt.net</b>	Social Security Number
Address <b>514 4<sup>th</sup> Street</b>			Apt. # <b>355</b>	P.O. Box <b>355</b>
Home Phone <b>319-827-2811</b>			Business Phone or Cell Phone Number <b>3192382811</b>	
City <b>Jesup</b>		State <b>IA</b>	Zip <b>50648</b>	Business Phone or Cell Phone Number
Are you legally eligible for employment in the USA? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Are you below the age of 18? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No:		Do you have a high school diploma or GED certificate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### EDUCATION AND TRAINING

Please include any training relative to the position you are applying for, including military.

Colleges, Vocational or Technical Schools	Major Subject	Units	Type of Degree or Certificate	Date
<b>Hawkeye Community College</b>	<b>Police Science</b>		<b>AA</b>	<b>1995</b>
<b>ILEA</b>	<b>Certified Officer</b>		<b>Certified</b>	<b>2000</b>

### LICENSES AND CERTIFICATES REQUIRED FOR, OR RELATED TO, THIS POSITION

Description	Issued by	ID #	Expiration Date
<b>ILEA</b>	<b>STATE OF IOWA</b>		

### PERTINENT SPECIAL SKILLS

Please list experience with machines, office equipment, languages, or other special skills pertinent to the position for which you are applying.

<b>19 Years of Experience (Reserve/Parttime/Fulltime)</b>	<b>Knowledge of Computers</b>

### ADDITIONAL INFORMATION

Have you ever been employed by the City of Jesup?  Yes  No Are you willing to undergo a pre-employment physical exam?  Yes  No

Have you ever been discharged or requested to resign from any position for misconduct or unsatisfactory service?  Yes  No  
 If yes, explain: \_\_\_\_\_

Have you ever been convicted of a criminal offense?  Yes  No (If so, what and when) \_\_\_\_\_  
 (Affirmative answer will not automatically disqualify you from being considered as a candidate for employment.)

Do you possess a valid driver's license (if job required)?  Yes  No State: **IA** Driver's License # **038AA0256** Class: **C**

A driver's license is required by the job, have you received any tickets in the last three years for moving violations?  Yes  No How Many? \_\_\_\_\_  
 Date: \_\_\_\_\_ Violation: \_\_\_\_\_ Date: \_\_\_\_\_ Violation: \_\_\_\_\_ Date: \_\_\_\_\_ Violation: \_\_\_\_\_

Do you have relatives employed by the City of Jesup?  Yes  No

If yes, indicate the name, relationship, and department: \_\_\_\_\_

# City of Jesup

## WORK EXPERIENCE

**Beginning with your Present or most recent employer, describe all Work Experience including Military, Volunteer and Intern Experience.  
(Attach additional sheets if necessary, or retrieve Work Experience template)**

Name of Present or Most Recent Employer <b>City of Independence</b>		Address <b>331 1<sup>st</sup> ST E Independence, la 50644</b>	
Starting Date	Leaving Date	Salary \$ <b>23.11</b> per Hour <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <u>40</u> hrs/wk <input type="checkbox"/> Volunteer <input type="checkbox"/> Intern   _____hrs/wk	Reason for Leaving <b>Still employed</b>
Month/Year <b>9/22/2013</b>	Month/Year <b>n/a</b>		
Job Title (Present or Most Recent) <b>Patrol Officer</b>		Name of Supervisor/Title <b>Chief Miller</b>	Phone # <b>319334-2520</b>
Job Duties: <b>Patrol City</b>			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Name of Employer <b>City of Jesup</b>		Address <b>791 6th Street Jesup, la 50648</b>	
Starting Date	Leaving Date	Salary \$ <b>19.72</b> per Hour <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time   _____hrs/wk <input type="checkbox"/> Volunteer <input type="checkbox"/> Intern <u>40</u> hrs/wk	Reason for Leaving <b>Took position with Independence PD</b>
Month/Year <b>12/99</b>	Month/Year <b>9/13</b>		
Job Title (Present or Most Recent) <b>Sgt</b>		Name of Supervisor/Title <b>Chief Deitrick</b>	Phone # <b>3198271919</b>
Job Duties: <b>Patrol City</b>			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Name of Employer		Address	
Starting Date	Leaving Date	Salary \$ <u>.00</u> per Hour <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time   _____hrs/wk <input type="checkbox"/> Volunteer <input type="checkbox"/> Intern   _____hrs/wk	Reason for Leaving
Month/Year	Month/Year		
Job Title (Present or Most Recent)		Name of Supervisor/Title	Phone #
Job Duties:			
May we contact this employer? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Name of Employer		Address	
Starting Date	Leaving Date	Salary \$ _____ per _____ <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time   _____hrs/wk <input type="checkbox"/> Volunteer <input type="checkbox"/> Intern   _____hrs/wk	Reason for Leaving
Month/Year	Month/Year		
Job Title (Present or Most Recent)		Name of Supervisor/Title	Phone #
Job Duties:			
May we contact this employer? <input type="checkbox"/> Yes <input type="checkbox"/> No			

# City of Jesup

## REFERENCES

(NOT EMPLOYERS OR RELATIVES AT LEAST THREE)

Name and Address	Occupation	Phone
Larry Thompson	Business Owner	3196101968
Jennifer Ressler	Walmart Manager	3193347402
Elmer Pearson	Trooper ISP 257	3192392257

## EMERGENCY CONTACT INFORMATION

Name	Address	Relationship	Telephone Number
Donna	514 4 <sup>th</sup> St / Jesup	Spouse	3198272811

# City of Jesup

## ATTACHMENT A

This Employer is an equal opportunity employer and does not discriminate against any employee or applicant for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, or disability.

Note: If you have a physical or mental disability and you believe that an accommodation may be necessary in order for you to complete this application, please state the kind of accommodation which you believe appropriate: \_\_\_\_\_

Please answer ALL questions. Print or write carefully. If you provide false, inaccurate, or incomplete information in this application form or in any interview, you will not be eligible for employment, or, if you are hired, you will be subject to termination.

### AGREEMENT (Please read the following statements carefully)

I hereby affirm that the information provided on this application (and accompanying resume, if any) is true and complete to the best of my knowledge. I also agree that falsified information or significant omissions may disqualify me from further consideration for employment and may be considered justification for dismissal if discovered at a late date.

I understand that my employment can be terminated, with or without cause, at any time at the discretion of either the Chief of Police or myself. I understand that no management official other than the chief (with council approval) has any authority to enter into any agreement contrary to the foregoing or make any oral assurance or promise of continued employment.

I authorize persons, schools, my current employer (if applicable), and previous employers and organizations named in this application (and accompanying resume, if any) to provide any relevant information that may be required to arrive at an employment decision.

Signature



\_\_\_\_\_

Date

6-9-14

\_\_\_\_\_

**RESOLUTION NO. 2017-**

**RESOLUTION APPROVING THE HIRING OF PART-TIME  
POLICE OFFICER AND SETTING THE SALARY**

BE IT HEREBY RESOLVED by the City Council of the City of Jesup, Iowa to hereby approve the hiring of Christopher Boos as a part-time police officer.

The City Council does hereby resolve to set the salary at \$16.85 an hour, payable twice a month, on or about the 1<sup>st</sup> and the 15<sup>th</sup> of the month. The Clerk is directed and authorized to issue warrants/checks less legally or authorized deductions from the amount set, or other purposes as required by law or authorization of the Council, all subject to audit review by the City Council. To be effective this 5<sup>th</sup> day of July, 2016.

PASSED AND APPROVED THIS 5<sup>TH</sup> DAY OF JULY 2016.

---

Larry Thompson  
Mayor

Attest:

---

LeAnn M. Even, CMC, ICMC, CFO  
City Clerk/Treasurer

JESUP PUBLIC LIBRARY  
LIBRARIAN'S REPORT  
JUNE 2016

**CIRCULATION FOR: MAY 2016: 3423**

2015: 2557

2014: 2818

2013: 3452

2012: 3253

**Wi-Fi Use in the Library: 639**

**Downloads: 279**

**E-Books: 150**

**E-Audio Books: 129**

**PEOPLE SERVED FOR: MAY 16: 2044**

2015: 1775

2014: 2094

2013: 2700

2012: 2373

**New Cards Issued: 110**

**ACTIVITIES:**

- June 1: Summer Story Time met at 10:30 & 1:30. Twenty-eight children and twelve adults attended the morning session with forty-five children and twelve adults at the afternoon session. That is a total of ninety-seven people attending.
- June 6: Becky went to the school to read to the summer day-care students. She read to forty-four students.
- June 7: City Council meeting. Cindy attended.
- June 7: We were entertained by Hill Billy Science. Twenty-seven children and eighteen adults enjoyed the performance.
- June 8: Juggling Jeff came on Weds, June 8 to perform instead of our normal story hour. We had fifty-seven children and twenty-seven adults enjoyed him juggling with balls, juggling pins, jumping rope on a ball and sitting down and riding a unicycle and juggling.
- June 9: The women of the Cedar Valley roller derby group visited on Thursday. We had thirty-three children and twelve adults attend.
- June 14: The Friends of the Jesup Library met. Cindy attended.
- June 15: Summer story time met at 10:30 & 1:30. We had twenty-eight children and nine adults for the morning session and nineteen children and five adults for the afternoon session. That made for a total of sixty-one people who attended.

- June 16: The older students from the summer day-care at school came to check out new books. We had twenty-three students and three adults with them.
- June 21: City council meeting. Cindy attended.
- June 22: Chris O'Brien, magician visited the library. Eighty-one children and twenty-one adults enjoyed this performance.
- June 27: Library Board of Trustees monthly meeting.
- June 29: Summer story time at 10:30 & 1:30. Last story time of the summer.

Calendar:

- July 4: Closed
- July 6: Science Center of Iowa
- July 7: Close at 4:30 for the start of Farmer's Days
- July 8&9: Closed for Farmer's Days
- July 11: The Hansen Family

**COMMUNITY ROOM ACTIVITY:**

- |                                    |                                       |
|------------------------------------|---------------------------------------|
| June 1: Story time                 | June 1: Boy Scouts                    |
| June 3: Board work session         | June 7: Hill Billy Science            |
| June 8: Juggling Jeff              | June 9: Cedar Valley Roller Derby     |
| June 10: Evaluation review         | June 12: Perry Pioneers               |
| June 13: Afternoon Book Club       | June 14: Friends of the Jesup Library |
| June 15: Story time                | June 17: Sen. Grassley office hour    |
| June 18: Scrapbooking              | June 19: Cub Scouts                   |
| June 20: RAGBRAI group             | June 21: Pipestone – meeting          |
| June 22: Chris McBrien             | June 24: Shady Grove Superstars 4-H   |
| June 22 – 27: Miniature golf       | June 27: Cooking for Guinea Pigs      |
| June 27: Library Board of Trustees | June 29: Story time                   |

Calendar:

- |  |                                       |
|--|---------------------------------------|
| July 1: Afternoon Color Me Happy       | July 6: Science Center of Iowa        |
| July 7: Set up for Book and Art Expo   | July 7-9: Book and Art Expo           |
| July 12: Hansen Family Jugglers        | July 12: Friends of the Jesup Library |
| July 15: Afternoon Color Me Happy      | July 20: Business Incubator meeting   |
| July 25: Library Board of Trustee mtg. | July 29: Joni Ernst                   |

JESUP PUBLIC LIBRARY BOARD OF DIRECTOR'S MEETING  
MONDAY, May 23, 2016

The Jesup Public Library Board of Directors met on Monday, May 23, 2016. President Amber Youngblut called the meeting to order at 7:00 p.m.

Present: Nancy Weber, Denise Bishop, Becky Burke, Kraig Emick, Cindy Lellig, Becky Wehrspann, Amber Youngblut, Kathy Pettengill, Al VanderHart, Danielle Thorson

Absent: John Bergman

The agenda was reviewed; motion made by Kraig and seconded by Nancy to approve the agenda. All voted aye, motion carried.

#### SECRETARY'S REPORT

A motion was made by Nancy and seconded by Denise to approve and accept the secretary's report. All voted aye, motion carried.

#### FINANCIAL REPORT

A motion was made by Nancy and seconded by Denise to approve the City Clerk's report. All voted aye; motion carried.

Three bills were added, bringing the total to \$3,176.75. A motion was made by Al and seconded by Kraig to accept the Director's spreadsheet and pay the bills. All voted aye, motion carried.

#### DIRECTOR'S REPORT

- Circulation was up for the month of April.
- The Friends of the Library book sale raised \$564.60.
- Rural schools visited; several new library cards were issued.
- The Library will be closed on Saturday and Monday of Memorial Day Weekend.
- The Community Room continues to be utilized.
- Summer Reading Program begins June 1, and will be held every-other Wednesday in June at 10 am and 1:30 pm. Several performers are scheduled in June and July.
- Lil' Tots will end for the summer months; Book Club and Color Me Happy will continue.
- Our Library has been accredited at Tier 3 for four years.
- The new artwork has been hung in the children's area.

#### EDUCATIONAL REPORT

Legislative Report: 2016 session

Consensus among librarians that this session was positive for increase in education

Libraries kept funding level for library services

Libraries were not on any "target list" – which was a first in many years

All were encouraged to be engaged in the upcoming elections by talking to candidates about Library Services, Literacy and Librarians; local facility needs; and advocate for libraries before the primary elections.

#### CITIZEN INPUT

None

## OLD BUSINESS

- Summer part-time hire: The committee interviewed three candidates and presented its choice of Sarah Reiss to be hired for the summer. A motion was made by Denise and seconded by Nancy to hire Sarah Reiss. All voted aye; motion carried. A motion was made by Denise and seconded by Danielle to set her wage at \$9/hour, for 20 hours or less per week. All voted aye; motion carried. Kraig will call Ms. Reiss to make the offer. He will also call the other candidates who interviewed to inform them of the Board's decision. Cindy will call other applicants who were not interviewed to inform them the position has been filled.
- Nancy reported the irrigation system is working well on the West side of the building. It waters the bed for 1 ½ hours each day. Two plants have been replaced. Nancy is looking for help with watering on the North side and in the front corner flower bed. Two planters will be filled with flowers prior to Farmer's Day.

## NEW BUSINESS

- First Advantage has agreed to digitize the microfilm, and will accept a deposit of \$1,400 this fiscal year.
- A motion was made by Kraig and seconded by Danielle to give Amber permission to sign bills that are still coming. All voted aye; motion carried.
- A motion was made by Denise and seconded by Kathy to purchase battery back-ups for two monitors out of the Equipment budget. All voted aye; motion carried.
- Amber is still waiting for a couple more director evaluations from Board members. Please return them to her as soon as possible. The City has also requested a special evaluation form be completed. Amber will use our form to complete the City form.

Denise motioned to adjourn at 7:40 p.m.

Respectfully Submitted,



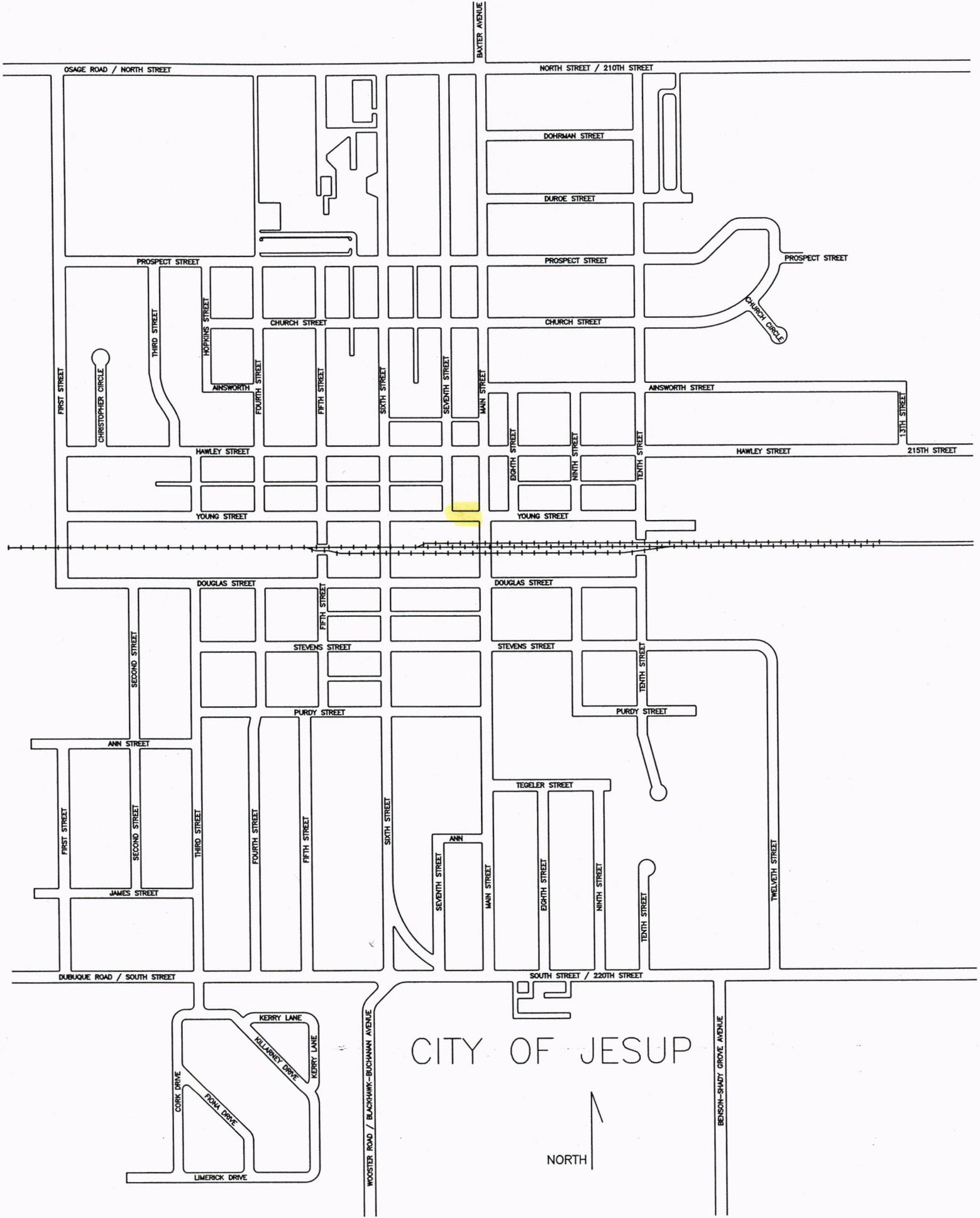
Becky Wehrspann  
Secretary

# Toneff Memorial Tractorcade

Sunday, August 14

Lunch will be in the Park Pavilion, with kid's tractor pull following

Would like Young Street between Main and 7<sup>th</sup> to be closed from 11:30am until 3:00pm



OSAGE ROAD / NORTH STREET

NORTH STREET / 210TH STREET

BAXTER AVENUE

DOHRMAN STREET

DUROE STREET

PROSPECT STREET

PROSPECT STREET

PROSPECT STREET

CHURCH STREET

CHURCH STREET

CHURCH CIRCLE

CHRISTOPHER CIRCLE

THIRD STREET

HOPKINS STREET

FOURTH STREET

FIFTH STREET

SIXTH STREET

SEVENTH STREET

MAIN STREET

AINSWORTH STREET

13TH STREET

FIRST STREET

HAWLEY STREET

HAWLEY STREET

215TH STREET

YOUNG STREET

YOUNG STREET

DOUGLAS STREET

DOUGLAS STREET

SECOND STREET

STEVENS STREET

STEVENS STREET

PURDY STREET

PURDY STREET

ANN STREET

FIRST STREET

SECOND STREET

THIRD STREET

FOURTH STREET

FIFTH STREET

SIXTH STREET

ANN

SEVENTH STREET

MAIN STREET

EIGHTH STREET

NINTH STREET

TENTH STREET

TWELVETH STREET

JAMES STREET

TEGELER STREET

DUBUQUE ROAD / SOUTH STREET

SOUTH STREET / 220TH STREET

KERRY LANE

KERRY LANE

KERRY LANE

CORK DRIVE

POKA DRIVE

LIMERICK DRIVE

HELLARNEY DRIVE

WOOSTER ROAD / BLACKHAWK-BUCHANAN AVENUE

BENSON-SHADY GROVE AVENUE

CITY OF JESUP

NORTH

**RESOLUTION NO. 2017-  
RESOLUTION APPROVING PAYMENT FOR 4<sup>TH</sup>, 5<sup>TH</sup> AND  
PURDY STREET RECONSTRUCTION PHASE III PROJECT**

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF JESUP,  
BUCHANAN COUNTY, IOWA:

TO-WIT: 4<sup>TH</sup>, 5<sup>TH</sup> AND PURDY STREET RECONSTRUCTION PHASE III PROJECT

Portion of the project:	<u>All</u>
Payment number:	<u>Two</u>
Final Contract amount:	<u>\$ 463,411.31</u>
Total Earned to Date:	<u>\$ 86,707.60</u>
Retainage:	<u>\$ 4,335.38</u>
Less Previous Payments	<u>\$ 51,437.89</u>
Final amount approved:	<u>\$ 30,934.33</u>

PASSED AND APPROVED THIS 5th DAY OF JULY 2016.

\_\_\_\_\_  
Larry Thompson  
Mayor

Attest:

\_\_\_\_\_  
LeAnn M. Even, CMC, ICMC, CFO  
City Clerk

4TH, 5TH, AND PURDY STREET  
RECONSTRUCTION PH III  
JESUP LAND IMPROVEMENT  
PAY ESTIMATE #3  
JESUP, IOWA

Period Ending: July 1, 2016

Contractor: Jesup Land Improvement

Item	Description	Units	Unit Cost	Original Contract		Authorized		Completed		% Of Item Complete
				Quantity	Contract \$ Amount	Quantity	Authorized \$ Amount	Quantity	Cost	
1	EXCAVATION, CLASS 10, WASTE	CY	\$5.26	2854.6	\$ 15,015.20	2,855	\$ 15,015.20		\$ -	0.0%
2	TOPSOIL, FURNISH AND SPREAD	CY	\$20.22	445.1	\$ 8,999.92	445.1	\$ 8,999.92		\$ -	0.0%
3	SPECIAL COMPACTION OF SUBGRADE	STA	\$550.00	11.7	\$ 6,407.50	11.7	\$ 6,407.50		\$ -	0.0%
4	SUBGRADE STABILIZATION MATERIAL, GEOGRID	SY	\$1.60	3,939.6	\$ 6,303.36	3,939.6	\$ 6,303.36		\$ -	0.0%
5	MODIFIED SUBBASE	CY	\$6.40	306.8	\$ 1,963.52	306.8	\$ 1,963.52		\$ -	0.0%
6	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 7 IN.	SY	\$48.75	651.5	\$ 31,760.63	651.5	\$ 31,760.63		\$ -	0.0%
7	AGGREGATE, ROADWAY COVER, 1/2 IN.	TON	\$150.00	42.4	\$ 6,360.00	42.4	\$ 6,360.00		\$ -	0.0%
8	BINDER BITUMEN, MC-3000	GAL	\$3.05	2,210.0	\$ 6,740.50	2,210.0	\$ 6,740.50		\$ -	0.0%
9	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	\$17.05	1,924.8	\$ 32,817.84	1,924.8	\$ 32,817.84		\$ -	0.0%
10	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	\$16.71	150.0	\$ 2,506.50	150.0	\$ 2,506.50		\$ -	0.0%
11	INTAKE, SW-507	EACH	\$3,800.00	4.0	\$ 15,200.00	3.0	\$ 11,400.00	0.75	\$ 2,850.00	25.0%
12	MANHOLE ADJUSTMENT, MINOR	EACH	\$750.00	4.0	\$ 3,000.00	4.0	\$ 3,000.00		\$ -	0.0%
13	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	LF	\$10.50	2,250.0	\$ 23,625.00	2,250.0	\$ 23,625.00		\$ -	0.0%
14	SUBDRAIN OUTLET, DR-303	EACH	\$300.00	16.0	\$ 4,800.00	16.0	\$ 4,800.00		\$ -	0.0%
15	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	LF	\$37.00	78.0	\$ 2,886.00	79.0	\$ 2,923.00	40.0	\$ 1,480.00	50.6%
16	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	\$40.00	750.0	\$ 30,000.00	492.0	\$ 19,880.00		\$ -	0.0%
17	SANITARY SEWER SERVICE STUB, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	LF	\$28.00	615.0	\$ 17,220.00	615.0	\$ 17,220.00	396.0	\$ 11,088.00	64.4%
18	SANITARY SEWER SERVICE SADDLE	EACH	\$550.00	22.0	\$ 12,100.00	22.0	\$ 12,100.00	11.0	\$ 6,050.00	50.0%
19	REMOVAL OF PAVEMENT	SY	\$1.00	4,540.3	\$ 4,540.30	4,540.3	\$ 4,540.30		\$ -	0.0%
20	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	LF	\$17.50	1,970.0	\$ 34,475.00	1,970.0	\$ 34,475.00		\$ -	0.0%
21	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	\$39.50	981.9	\$ 38,785.05	981.9	\$ 38,785.05		\$ -	0.0%
22	REMOVAL OF PAVED DRIVEWAY	SY	\$2.05	863.3	\$ 1,769.68	863.3	\$ 1,769.68	248.1	\$ 508.61	28.7%
23	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	\$50.00	4.0	\$ 200.00	4.0	\$ 200.00		\$ -	0.0%
24	TRAFFIC CONTROL	LS	\$1,800.00	1.0	\$ 1,800.00	1.0	\$ 1,800.00	0.5	\$ 900.00	50.0%
25	MOBILIZATION	LS	\$8,800.00	1.0	\$ 8,800.00	1.0	\$ 8,800.00	0.5	\$ 4,400.00	50.0%
26	TRENCH FOUNDATION	TON	\$9.00	250.0	\$ 2,250.00	250.0	\$ 2,250.00	352.11	\$ 3,188.99	140.8%
27	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4 IN.	LF	\$40.00	74.4	\$ 2,976.00	66.9	\$ 2,676.00	11.0	\$ 440.00	16.4%
28	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6 IN.	LF	\$32.00	510.4	\$ 16,332.80	521.2	\$ 16,678.40	496.0	\$ 15,872.00	95.2%
29	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 12 IN.	LF	\$51.00	421.5	\$ 21,496.50	424.6	\$ 21,654.60		\$ -	0.0%
30	WATER SERVICE RECONNECTION, COPPER 3/4 IN.	EACH	\$1,250.00	22.0	\$ 27,500.00	21.0	\$ 26,250.00	11.0	\$ 13,750.00	52.4%
31	WATER SERVICE LINE, COPPER 3/4 IN.	LF	\$20.00	616.0	\$ 12,320.00	607.0	\$ 12,140.00	358.0	\$ 7,160.00	100.0%
32	FITTINGS BY WEIGHT, DUCTILE IRON	LB	\$13.00	899.0	\$ 11,687.00	546.0	\$ 7,098.00	280.0	\$ 3,640.00	51.3%
33	VALVE, GATE, DIP, 6 IN.	EACH	\$1,100.00	2.0	\$ 2,200.00	2.0	\$ 2,200.00	1.0	\$ 1,100.00	50.0%
34	VALVE, GATE, DIP, 12 IN.	EACH	\$2,250.00	2.0	\$ 4,500.00	2.0	\$ 4,500.00	1.0	\$ 2,250.00	50.0%

Period Ending: July 1, 2016

Contractor: Jesup Land Improvement

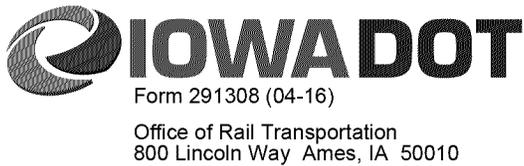
Item	Description	Units	Unit Cost	Original Contract		Authorized		Completed		% Of Item Complete
				Quantity	Contract \$ Amount	Quantity	Authorized \$ Amount	Quantity	Cost	
35	FIRE HYDRANT ASSEMBLY, WM-201	EACH	\$3,600.00	3.0	\$ 10,800.00	3.0	\$ 10,800.00	2.0	\$ 7,200.00	66.7%
36	FIRE HYDRANT REMOVAL	EACH	\$500.00	2.0	\$ 1,000.00	2.0	\$ 1,000.00	1.0	\$ 500.00	50.0%
37	ABANDON AND CAP EXISTING WATER MAIN	EACH	\$600.00	2.0	\$ 1,200.00	2.0	\$ 1,200.00	2.0	\$ 1,200.00	100.0%
38	CRUSHED RECLAIMED ASPHALT PAVEMENT	TON	\$23.50	646.2	\$ 15,185.47	646.2	\$ 15,185.47		\$ -	0.0%
39	SUBDRAIN SERVICE TEE	UNIT	\$800.00	22.0	\$ 17,600.00	22.0	\$ 17,600.00		\$ -	0.0%
40	REMOVE AND REINSTALL MAILBOXES	EACH	\$50.00	21.0	\$ 1,050.00	21.0	\$ 1,050.00		\$ -	0.0%
41	MAINTENANCE OF SOLID WASTE COLLECTION	LS	\$1,000.00	1.0	\$ 1,000.00	1.0	\$ 1,000.00		\$ -	0.0%
42	MULCHING, WOOD CELLULOSE FIBER	ACRE	\$3,950.00	0.6	\$ 2,172.50	0.6	\$ 2,172.50		\$ -	0.0%
43	SEEDING AND FERTILIZING (URBAN)	ACRE	\$5,750.00	0.6	\$ 3,162.50	0.6	\$ 3,162.50		\$ -	0.0%
<b>CHANGE ORDERS</b>										
8001	INTAKE, SW-541	EACH	\$ 4,200.00			1.0	\$ 4,200.00	0.75	\$ 3,150.00	75.0%
8002	WATER SERVICE RECONNECTION, HDPE 1-1/2 IN.	EACH	\$ 1,400.00			1.0	\$ 1,400.00		\$ -	0.0%
8003	WATER SERVICE LINE, BORED, HDPE 1-1/2 IN.	LF	\$ 24.19			215.0	\$ 5,200.85		\$ -	0.0%
<b>TOTAL</b>					<b>\$ 472,508.76</b>		<b>\$ 463,411.31</b>		<b>\$ 86,707.60</b>	<b>18.7%</b>

(\*) Payment for Stockpiled Materials

  
 AECOM Date 6/29/16

Jesup Land Improvement has waived the right to sign partial pay estimates.

AUTHORIZED AMOUNT	\$ 463,411.31
TOTAL EARNED TO DATE	\$ 86,707.60
LESS 5% RETAINAGE	<u>\$ 4,335.38</u>
SUBTOTAL	\$ 82,372.22
LESS PREVIOUS PAYMENT	\$51,437.89
<b>DUE THIS ESTIMATE</b>	<b>\$ 30,934.33</b>



State of Iowa  
State - Aid  
Grade Crossing Surface Repair Fund  
Force Account Agreement

Chicago Central and Pacific Railroad Company

Rejection Reason \_\_\_\_\_

**Railroad Crossing Location Information**

County: 10 BUCHANAN FRA No: 307088C

Location: 1ST ST City of Jesup  
Street Name City Name

NONE  
Project Number

**Contact Information**

**Highway Authority Contact:** City of Jesup

Office Phone No: \_\_\_\_\_ Email Address: jesup@jtt.net

**Railroad Company Contact:** TOM BOURGONJE

Office Phone No: 3192369205 Email Address: ARIANS@CN.CA

**Iowa DOT Program Manager:** Kristopher Klop

Office Phone No: 515-239-1108 Email Address: Kristopher.Klop@dot.iowa.gov

**Iowa DOT Project Inspector:** Travis Tinken

Office Phone No: 515-290-5055 Email Address: Travis.Tinken@dot.iowa.gov

THIS AGREEMENT, entered into pursuant to Iowa Code Ch. 327G and 761 Iowa Administrative Code, Chapter 821, is between City of Jesup, Iowa, hereinafter referred to as **HIGHWAY AUTHORITY**, and the Chicago Central and Pacific Railroad Company, hereinafter referred to as **COMPANY**, and Iowa Department of Transportation, hereinafter referred to as **DEPARTMENT**.

The HIGHWAY AUTHORITY and the COMPANY agree to repair the at-grade crossing located at 1ST ST, Iowa, and further agree as follows.

**SECTION I. Work Statement and Performance.** The COMPANY and the HIGHWAY AUTHORITY have determined the extent of the repair to be performed at this crossing, including railway, roadway approach modifications, and replacement of existing sidewalks and/or recreational trails. This repair shall conform to the COMPANY and HIGHWAY AUTHORITY Standards. The agreed work, generally described in the Work Statement identified as Exhibit "A" attached hereto and made part of this Agreement, is to be performed by COMPANY forces. In the absence of specific COMPANY standards that have been accepted by the DEPARTMENT, BNSF/Union Pacific Railroad common crossing standards shall be used as guidance. Current standards are at the following website and considered as part of this agreement: [http://www.iowadot.gov/iowarail/pdfs/UP-BNSF%20road\\_xings%20Std.pdf](http://www.iowadot.gov/iowarail/pdfs/UP-BNSF%20road_xings%20Std.pdf)

If the COMPANY chooses to utilize contract company forces to perform the work, the COMPANY must obtain detailed itemized bids for the work to be completed. The COMPANY must provide the bids to the DEPARTMENT and HIGHWAY AUTHORITY for review and approval. The DEPARTMENT and HIGHWAY AUTHORITY shall approve the bid prior to the contract company performing any repair work. In the event that a contract company is utilized by the COMPANY, Exhibit B of this document is in effect and must be followed.

The HIGHWAY AUTHORITY will be responsible to have existing sidewalk(s) and/or recreational trail(s) replaced by a contractor or their own forces, in accordance with the Americans with Disabilities Act (ADA) requirements. In the absence of specific HIGHWAY AUTHORITY standards that are acceptable to the COMPANY, the DEPARTMENT's Standard Road Plan MI-220 shall be used. As per Standard Road Plan MI-220, the detectable warning is to be installed **12'** from the edge of the nearest rail, and the sidewalk is a minimum width of **5'**. The project will include the cost of an additional two feet of sidewalk and/or recreational trail, or to the nearest sidewalk and/or recreational trail joint, whichever is less, beyond the detectable warning. Any additional new sidewalk and/or recreational trail beyond that point will be paid by the HIGHWAY AUTHORITY and is not part of this project. Truncated domes are the only detectable warnings allowed by ADA Accessibility Guidelines. Grooves, exposed aggregate, and other designs intended for use as detectable warning are too similar to pavement textures, cracks, and joints and are not considered equivalent facilitation, and do not comply with ADA requirements. Future maintenance of the sidewalk(s) and detectable warning device will be the responsibility of the HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to utilize contract company forces to perform the sidewalk or recreational trail work referenced in the above paragraph, the HIGHWAY AUTHORITY must obtain detailed itemized bids for the work to be completed. The HIGHWAY AUTHORITY must provide the bids to the DEPARTMENT for review and approval. The DEPARTMENT shall approve the bid prior to the contract company performing any repair work. The HIGHWAY AUTHORITY will coordinate and have the approaches completed according to the Exhibit "A" of this agreement.

The HIGHWAY AUTHORITY will pay the contractor and submit a detailed invoice billing to the COMPANY for 100% of the approach costs, along with costs for the sidewalk, and/or recreational trail. Copies of the contractors invoice(s) should be included with the HIGHWAY AUTHORITY's billing. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to place the approaches, sidewalk(s) and/or recreational trail(s) with their own forces, they will submit an itemized billing for 100% of their costs to the COMPANY. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

The COMPANY will have the asphalt contractor chosen by the HIGHWAY AUTHORITY place the underlayment in the track opening as per the UP/BNF specifications. The billing for all asphalt will be included in the invoice the contractor submits to the HIGHWAY AUTHORITY and handled the same as stated above.

SECTION II. Cost Estimate. The estimated cost of the project work is itemized on Exhibit "B" attached hereto, and made part of this Agreement. The DEPARTMENT shall not make total project payment exceeding 10% of the cost estimate provided by the COMPANY in the engineered estimate. Any accrued costs more than the 10% cap must be provided to the DEPARTMENT and HIGHWAY AUTHORITY for review and approval.

SECTION III. Work Start and Completion. **The date this agreement is signed by the DEPARTMENT is the COMPANY's authorization to proceed with the work.** The COMPANY shall begin the construction of the project as soon as possible after the date the DEPARTMENT signs this agreement and shall complete the project within 18 months. Costs incurred prior to the

DEPARTMENT signing the agreement are not reimbursable under this Agreement. Cost incurred more than 18 months after the DEPARTMENT signs this agreement will not be reimbursed unless the COMPANY has requested in writing, **prior to expiration of the agreement**, and received from the DEPARTMENT a written extension of time for completion. The DEPARTMENT shall have complete discretion, and be the sole authority to grant or deny extensions. Costs incurred for work following the extension time will not be reimbursed.

SECTION IV. Traffic Control. The roadway will be closed during repair. Exhibit "A" describes specific closure conditions. The HIGHWAY AUTHORITY is responsible for the establishment and payment for traffic control (i.e.: barricades, signing, detours, detour damage, and runarounds).

The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person: 1) a minimum of 60 days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour; and 2) 14 days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.

SECTION V. Work Notification. The COMPANY shall notify the DEPARTMENT and the HIGHWAY AUTHORITY's Contact Person **no later than 14 days** prior to the start of its work at the crossing. The HIGHWAY AUTHORITY shall be given ample opportunity to document the materials, equipment, and labor required to complete the project. The DEPARTMENT and HIGHWAY AUTHORITY shall have the right to inspect the project work at any time. **The HIGHWAY AUTHORITY shall perform on-site inspection of the project work each day.**

SECTION VI. Project Completion. After the COMPANY has completed the required work, the **COMPANY shall so notify the DEPARTMENT and the HIGHWAY AUTHORITY in writing or by email within 30 days of completion.** The DEPARTMENT shall arrange an inspection with the HIGHWAY AUTHORITY, and the COMPANY in order for all parties to determine whether the project work has been completed in accordance with the terms of this Agreement or Amendments thereto. Pavement markings and stop lines shall be placed by the HIGHWAY AUTHORITY as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. If the roadway is widened or relocated, the existing devices shall be relocated and/or modified at HIGHWAY AUTHORITY expense pursuant to the Manual On Uniform Traffic Control Devices, Part 8. Relocation of the traffic control devices will be completed prior to removal of the detour. When the work has been completed in accordance with the Agreement, the COMPANY, DEPARTMENT, and the HIGHWAY AUTHORITY shall sign a Certificate of Completion and Acceptance form at the project site following final inspection.

SECTION VII. Reimbursable Costs. The COMPANY will keep an accurate and detailed account of actual and necessary reimbursable costs incurred under this Agreement. Replacement of existing sidewalk(s) and/or recreational trail(s), and subcontracted work costs shall be included in detail with the COMPANY billing. The cost of labor, material, all associated additives and subcontracted work costs are reimbursable, and shall be billed on a force account basis in accord with Title 23 Code of Federal Regulations, Part 140, Subpart I. Labor additives reimbursed are to be exclusive of indirect and overhead costs as elected by the DEPARTMENT and provided for by 23 CFR 140.907(a). The cost of preliminary project engineering, construction inspection, track inspection, relocation of existing signals, signal wires, and switches, or the construction of runarounds will not be eligible project reimbursable costs.

SECTION VIII. Cost Sharing. The HIGHWAY AUTHORITY and COMPANY each shall pay twenty percent (20%) of the reimbursable costs defined in SECTION VII for work described in Exhibit "A". The DEPARTMENT will use the Grade Crossing Surface Repair Fund to reimburse the COMPANY for sixty percent (60%) of the total eligible costs for this project. The DEPARTMENT's CERTIFICATE OF AUDIT shall establish eligible reimbursable project costs.

SECTION IX. Progressive Payments. The COMPANY may submit accurate progressive bills to the DEPARTMENT for sixty percent (60%) of its material, labor and any subcontracted costs included in Exhibit "B", for each crossing location. The billing for material shall be for those materials that have been delivered to the project location or specifically purchased and delivered to the COMPANY for use on the project. The DEPARTMENT and HIGHWAY AUTHORITY may make progressive payments to the COMPANY for one-hundred percent (100%) of each party's billed participation, or the HIGHWAY AUTHORITY may elect to retain a percentage of their billed participation.

SECTION X. Final Billing. If applicable, the HIGHWAY AUTHORITY will submit a detailed billing to the COMPANY for the actual sidewalk and/or recreational trail replacement costs. Upon completion of the project the COMPANY shall submit an accurate final and complete, itemized, electronic billing. Final bill shall include a detailed summary of all incurred costs.

SECTION XI. Final Payment. The DEPARTMENT, upon receipt of the final bill and Certificate of Completion and Acceptance form, shall review, and forward the final bill to the DEPARTMENT'S Office of Audits for final audit. Reimbursement to the COMPANY shall be governed by the DEPARTMENT'S Certification of Audit. The DEPARTMENT shall make payment to the COMPANY equal to 60 percent (60%) of the final reimbursable amount, less previous payment. The COMPANY shall promptly reimburse the DEPARTMENT in the amount of any overpayments.

The HIGHWAY AUTHORITY shall make payment equal to 20 percent (20%) of the COMPANY final billing or the estimated cost noted on Exhibit "B" of the agreement, less previous payment, within 30 days of its receipt of the COMPANY final billing. In the event of overpayment by the HIGHWAY AUTHORITY as determined by the DEPARTMENT audit of COMPANY records, the COMPANY shall pay the HIGHWAY AUTHORITY the amount of overpayment within 30 days of its receipt of the DEPARTMENT final audit.

SECTION XII. Maintenance and Abandonment. Upon completion of the project, the COMPANY shall maintain the crossing surface to provide a safe and sufficient crossing for vehicular travel. If the track is removed from both sides of the crossing, the COMPANY shall remove the surface material, rail and cross ties from the crossing and shall restore the roadway void to the satisfaction of the HIGHWAY AUTHORITY, all at COMPANY expense. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. . Future maintenance of the sidewalk(s) and detectable warning device will not be the responsibility of the COMPANY.

SECTION XIII. Standard Title VI Assurances. The COMPANY shall comply with all applicable DEPARTMENT and Federal laws, rules (including the administrative rules adopted by the DEPARTMENT for the IPPP Program - 761 Iowa Administrative Code, chapter 201), ordinances, regulations, and orders. The COMPANY, and all agents of the COMPANY that participate in the project, shall also comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 - to the end that

no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the DEPARTMENT.

SECTION XIV. Successor and Assigns. This agreement shall be binding upon all successors or assigns. The COMPANY shall provide written notice to the HIGHWAY AUTHORITY and the DEPARTMENT of any assignment of this Agreement.

SECTION XV. Project Contact Persons. All notices and communications essential to complete the work required by this Agreement shall be made to the Contact Persons and the DEPARTMENT specified on the cover page of this Agreement.

SECTION XVI. Integration and Amendment. This Agreement and its exhibits constitute the entire Agreement between the DEPARTMENT, the COMPANY, and the HIGHWAY AUTHORITY concerning this project. **If the DEPARTMENT determines a substantial change is to be made in the project work described in Exhibit "A", the DEPARTMENT will furnish the written approval of the change.**

SECTION XVII. Termination Due to Lack of Funds. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3. If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified. The DEPARTMENT shall provide the HIGHWAY AUTHORITY and COMPANY with written notice of termination pursuant to this section. The DEPARTMENT will pay the COMPANY for the DEPARTMENT share of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

SECTION XVIII. Merged Documents. This agreement may be executed and delivered in three or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY, the HIGHWAY AUTHORITY and the DEPARTMENT hereto have caused this Agreement to be executed by their duly authorized officers as of the dates indicated below.

Executed by the COMPANY

Chicago Central and Pacific Railroad

By: TOM BOURGONJE

06-13-2016

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Executed by the HIGHWAY AUTHORITY

City of Jesup, Iowa

By: \_\_\_\_\_

Name

\_\_\_\_\_  
Date

Executed by the DEPARTMENT this

Iowa Department of Transportation

By: \_\_\_\_\_

Tamara Nicholson, Director  
Office of Rail Transportation

\_\_\_\_\_  
Date



**EXHIBIT "A" - WORK STATEMENT**  
**Iowa Grade Crossing Surface Repair Fund and**  
**Federal-Aid Rail/Highway Crossing Surface Repair**

Meeting Date: 10-27-2015 FRA No: 307088C  
 County: 10 BUCHANAN City: City of Jesup  
 Highway Authority: City of Jesup RR Company: Chicago Central and Pacific Railroad Company  
 Location: 1ST ST  
 Road

**1. Crossing(s) Reconstructed**

- A. COMPANY will reconstruct 1 crossings of 42 total feet that include 30 feet of Rubber surface material through the traveled roadway and 12 feet of Rubber surface material through the shoulder or sidewalk area. As a minimum, the crossing must extend beyond the edge of the traveled roadway and through the shoulder if not curbed.
- B. Existing rail weight through crossing(s) 115

**2. Traffic Controls** (*check below*)

- A highway runaround will be constructed to permit two-lane traffic during repair.  
 The highway will be closed for 7 days during repair.

**NOTE:** The HIGHWAY AUTHORITY is responsible for placement and cost of barricades, signing, detours, detour damage, and runarounds.

A. The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person:

- 1). A minimum of sixty (60) days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour.
- 2). Fourteen (14) days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.

The COMPANY shall advise the STATE PROJECT INSPECTOR fourteen (14) days in advance of the actual starting date.

**3. Track Elevation Relative to Existing Road Pavements** (*check below:*)

- Tracks will be constructed to meet existing road grade.  
 Roadway will be reconstructed to meet a proposed new track grade (*roadway work is not covered by this Agreement.*)  
 Tracks will be elevated 1 inches above the adjacent roadway requiring a taper (*complete item 4A and 4B.*)  
 In any event, the parties agree to provide a smooth crossing.

**4. Roadway Work** -- Must be sufficient to provide a smooth crossing.

A. Approach Length (*estimated*)

A 50 foot taper on the North side of the crossing and a 50 foot taper on the South side of the crossing, requires 60 of HMA material (*estimated*). Taper length should not exceed 25 feet for each inch of track raise.

This work will be completed by (*mark with an X*):

- |   |  |
|---|--|
| <input type="checkbox"/> COMPANY forces     | <input type="checkbox"/> HIGHWAY AUTHORITY forces                  |
| <input type="checkbox"/> COMPANY contractor | <input checked="" type="checkbox"/> HIGHWAY AUTHORITY'S contractor |

B. Track Opening in the Roadway (mark with an X)

Existing track opening will be maintained.

Track opening of 21 feet will be required involving the following described roadway modifications.

HMA underlayment required due to the mud conditions and drainage issues thru area. Est. HMA tonnage

This work will be completed by (mark with an X):

COMPANY forces

HIGHWAY AUTHORITY forces

COMPANY contractor

HIGHWAY AUTHORITY'S contractor

5. Existing Sidewalk(s) and/or Recreational Trail replacement by HIGHWAY AUTHORITY

The quadrants requiring upgrades to meet ADA requirements (mark with an X):

Sidewalk (5' width required)

\* Rec Trail (10' width)

NE (feet)  SE (feet)

NE (feet)  SE (feet)

NW (feet)  SW (feet)

NW (feet)  SW (feet)

\* Recreational trail footage will be doubled because we use the sidewalk 5' width cost for reimbursement.

This work will be completed by (mark with an X).

COMPANY forces

HIGHWAY AUTHORITY forces

COMPANY'S contractor

HIGHWAY AUTHORITY's contractor

6. Crossing(s) Permanently Retired and Removed

A. COMPANY will retire and remove crossing(s).

B. Voids in pavement will be filled with material requiring (units).

This work will be completed by (mark with an X).

COMPANY forces

HIGHWAY AUTHORITY forces

COMPANY'S contractor

HIGHWAY AUTHORITY's contractor

7. Drainage (mark with an X)

A.  Present drainage is adequate.

B.  Drainage work required. Specify work to include materials and outlet.

C.  Clean all four (4) quadrants for good surface drainage.

8. Additional Construction and Traffic Control Conditions; i.e., Road Closure Limitations - Construction at this crossing included with this project, and not described above. Only ACC or PCC will be placed one (1) foot from the railroad surface material.

The city is redoing culvert under roadway in the spring of 2016, and the culvert in the NW quadrant need repaired as it is separated and washing out. The city may do the approaches themselves with the street project, they will let us know in the spring. City will also review with RR about placing a new sidewalk on a separate agreement.

State Project Manager:

Travis Tinken  
515-290-5055 (cell phone)

Additional Attendees:

Chis Evan  
Harlan Arians

*Travis Tinken*

Name

06-13-2016

Date

Council Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$1,420,000 General Obligation Capital Loan Notes, Series 2016, dated July 20, 2016, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JESUP, STATE OF IOWA:

1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$1,420,000 General Obligation Capital Loan Notes, Series 2016, dated July 20, 2016.

2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 5th day of July, 2016.

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Mayor

ATTEST:

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City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,420,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2016, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,420,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2016, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes, including the 4th, 5th and Purdy Street Reconstruction Project Phases III and IV, essential corporate purposes, and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$1,500,00 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purposes; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JESUP, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Jesup, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$1,420,000 General Obligation Capital Loan Notes, Series 2016, authorized to be issued by this Resolution.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes, including the 4th, 5th and Purdy Street Reconstruction Project Phases III and IV.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the City Clerk/Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the City Clerk/Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Jesup, Iowa, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$18,438*	2016/2017
\$181,342	2017/2018
\$179,743	2018/2019
\$137,982	2019/2020
\$141,543	2020/2021
\$149,917	2021/2022
\$112,960	2022/2023
\$246,410	2023/2024
\$197,415	2024/2025
\$198,900	2025/2026

\*Payable from available cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2016 will be collected during the fiscal year commencing July 1, 2017.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditors of Black Hawk and Buchanan Counties, Iowa and each Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds

shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$1,420,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be on a parity and secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2016", be dated July 20, 2016, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$160,000	1.000%	2018
\$160,000	1.100%	2019
\$120,000	1.200%	2020
\$125,000	1.300%	2021
\$135,000	1.450%	2022
\$100,000	1.550%	2023
\$235,000	1.700%	2024
\$190,000	1.850%	2025
\$195,000	2.000%	2026

b) Redemption.

Optional Redemption. Notes maturing after June 1, 2021, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal

amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all

notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. Bankers Trust Company is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference.

Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to

hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the City Clerk/Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF BUCHANAN"  
"CITY OF JESUP"  
"GENERAL OBLIGATION CAPITAL LOAN NOTE"  
"SERIES 2016"  
ESSENTIAL CORPORATE PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Note Date: July 20, 2016  
CUSIP No.: \_\_\_\_\_  
"Registered"  
Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

The City of Jesup, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company,

Des Moines, Iowa Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes, including the 4th, 5th and Purdy Street Reconstruction Project Phases III and IV, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2021, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, Des Moines, Iowa the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, Bankers Trust Company, Des Moines, Iowa.

Date of authentication: \_\_\_\_\_  
This is one of the Notes described in the within mentioned  
Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar  
Des Moines, Iowa 50309

By: \_\_\_\_\_  
Authorized Signature

Registrar and Transfer Agent: Bankers Trust Company  
Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)  
(Signature Block)

CITY OF JESUP, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature) \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature) \_\_\_\_\_  
City Clerk

(Information Required for Registration)

### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
 Address of Transferee(s) \_\_\_\_\_  
 Social Security or Tax Identification \_\_\_\_\_  
 Number of Transferee(s) \_\_\_\_\_  
 Transferee is a(n):  
 Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
 Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - ..... Custodian .....  
 (Cust) (Minor)  
 Under Iowa Uniform Transfers to Minors Act.....  
 (State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem

necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Clerk/Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the

owners of the Notes;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 5th day of July, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned City Clerk of the City of Jesup, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk, City of Jesup, State of Iowa

(SEAL)

**ORDINANCE NO.**

**AN ORDINANCE AMENDING ORDINANCE NO. 472 TO ARTICLE II,  
SECTION 2.01 REZONING CERTAIN PROPERTY**

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF  
JESUP, IOWA:**

Section 1: That Article II, Section 2.01 Zoning Map of Ordinance No. 472 be amended by adding the following:

“The following described real estate, to-wit:

All that part of the NW ¼ NE Fractional ¼ Section 1-T88N-R11W, Black Hawk County, Iowa; described as follows:

Commencing at the northeast corner of the NE Fractional ¼ of said Section 1; thence South 88°54'18” West a distance of 1808.00 feet, on an assumed bearing on the north line of said NEFr1/4, to the S1/4 corner of Section 31-T89N-R10W; thence South 88°56'43” West a distance of 144.78 feet, on the north line of said NEFr1/4, to the northwest corner of the east 630.73 feet of said NW1/4 NEFr1/4 which is the point of beginning;

thence South 00° 57'32” East a distance of 390.00 feet, on the west line of the East 630.73 feet of said NW1/4 NEFr1/4;

thence South 88° 56'43” West a distance of 200.00 feet, parallel with the north line of said NEFr1/4;

thence North 00° 57'32” West a distance of 390.00 feet, parallel with said west line, to the north line of said NEFr1/4;

thence North 88° 56'43' East a distance of 200.00 feet, on the north line of said NEFr1/4, to the point of beginning.

subject to highway easement on the north side thereof,

now zoned on the Zoning Map of the City of Jesup, Iowa, as “R-1”, Single Family Residential District, be and is hereby rezoned to “C-2” Commercial District”

Section 2: That the City Clerk be and hereby is directed to file a certified copy of the amendment to the ordinance with the Recorder of Buchanan County, Iowa.

Section 3: All ordinances or parts thereof that are in conflict with this ordinance are hereby repealed.

Section 4: This ordinance shall be in effect after its final passage, approval and publication as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF JESUP, IOWA, ON THIS 21ST DAY OF JUNE, 2016.

\_\_\_\_\_  
Larry Thompson  
Mayor

Attest:

\_\_\_\_\_  
LeAnn M. Even, CMC, ICMC, CFO  
City Clerk/Treasurer

First Reading:  
Second Reading:  
Third Reading:

I do hereby certify that Ordinance No. \_\_\_\_ was published in the Citizen Herald on \_\_\_\_\_. Witness my hand and City seal this \_\_\_ day of \_\_\_\_\_, 2016.

Attest:

\_\_\_\_\_  
LeAnn M. Even, CMC, ICMC, CFO  
City Clerk/Treasurer

## COMMERCIAL DEVELOPMENT AGREEMENT

THIS Commercial Development Agreement, including Exhibits, (Agreement) is entered into between the City of Jesup, Iowa (the City) and The Overland Group (the Developer), as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

### PREAMBLE

WHEREAS, the Developer seeks to construct a retail store within the city limits of the City of Jesup on property specifically described on Exhibit "A", as shown on the map on Exhibit "B", hereto (the property); and

WHEREAS, the City wishes to encourage development within the City; and

WHEREAS, Iowa Code Chapter 15A authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance, to or for the benefit of private persons; and

WHEREAS, the Developer intends to develop the real estate into a commercial development; and

WHEREAS, the City and the Developer intend that the development of said real estate shall occur within the next twenty-four (24) months; and

WHEREAS, the City will require installation of a water main and sanitary sewer that is larger than necessary to meet the needs of the platted area, but necessary to complete the water and sanitary sewer systems as they relate to both the area being platted and other areas; and

WHEREAS, the City has reviewed the Developer's request, and other relevant provisions of the Jesup Code of Ordinances, and finds that the economic benefit to the City, by virtue of this project being built in the City, is demonstrated upon the following findings:

- A. The proposal shows that there would be a clear increase in property tax revenues from the operation of the project.
- B. The project will increase the property tax and the sales tax base in the City.

WHEREAS, this Agreement is consistent with the City's past and present policies and is in the best interest of the City; and

WHEREAS, the City finds that entering into this Agreement will serve the benefit and advance the public interest and welfare of the City and its citizens by securing the development of said project within the City; and

WHEREAS, the City is willing to undertake such proposed obligation provided that the Developer agrees to undertake the promotion and development of said housing addition within twenty-four (24) months; and

WHEREAS, it is now necessary to set forth the Agreement between the City and the Developer with respect to the development of the property.

NOW, THEREFORE, the parties agree as follows: \_

**A. Agreement Terms and Provisions**

**1. General Terms.**

1. This Agreement is made pursuant to and in accordance with the provisions of Chapter 15A of the Code of Iowa and Jesup Code of Ordinances.

**2. Duration of Agreement.**

1. This Commercial Development Agreement will remain in effect for a period of two (2) years from the date of this Agreement.

**B. Developer's Covenants**

**1. Development of the Property.**

- 1.1 The Developer agrees to use its best efforts on the property to cause the construction and development of a commercial enterprise and also to begin operation of said enterprise within twenty-four (24).
- 1.2 The Developer shall not commence construction or development of the commercial enterprise on said property until the city council has an opportunity to approve said plans.
- 1.3 The Developer shall install a six (6) to eight (8) foot high privacy fence on the east side of the property.
- 1.4 The Developer shall place temporary semi- truck trailers or storage container units so as to not be visible from South Street.

**2. Infrastructure Improvements.**

- 2.1 The Developer shall extend a 12-inch ductile iron water main along the north right of way of South Street from the existing 8-inch water main in the east right of way of 1<sup>st</sup> Street, west approximately 569 feet, then extend an 8-inch ductile iron water main south approximately 449 feet.
- 2.2 The Developer shall extend an 8-inch sanitary sewer main along the north right of way of South Street from the existing 8-inch sanitary sewer stub near 1<sup>st</sup> Street, west approximately 586 feet, then south approximately 235 feet.
- 2.3 All work called for under this agreement shall be in full compliance with all City requirements based on the Jesup Code of Ordinances and shall be subject to approval by the City.

**3. Conditions of Approval.**

- 3.1 Developer's compliance with the provisions of this Agreement shall be a condition for approval of the zoning and final plat of the Development Property known as Overland Addition, City of Jesup, Buchanan County, Iowa.

**C. City's Obligations**

**1. Reimbursement to Developer.**

- 1.1 The City shall pay the Developer the difference in cost of the pipe and installation between the water main and sanitary sewer infrastructure required for the subdivision plat and the larger water main and sanitary sewer infrastructure necessary to serve the larger area beyond the boundaries of the plat. The calculation of the cost difference is attached hereto as Exhibit C.
- 1.2 Upon completion of the water main and sanitary sewer extension work, and upon final acceptance and approval of said improvements by the City in accordance with all City requirements, the water main and sanitary sewer infrastructure shall become the property of the City, and the City shall reimburse the Developer, within sixty (60) days of submittal of the payment request from the Developer. The amount of the reimbursement shall be based upon calculation of the cost difference as defined herein and as shown in Exhibit C attached.

**D. Administrative Provisions**

- 1. Assignment.** This Agreement may not be amended or assigned by either party without the express permission of the other party.
- 2. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- 3. Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.
- 4. Preamble.** All terms and definitions set forth in the Preamble of this Agreement shall apply and be binding as if set forth thereafter.
- 5. Notice.** Any notices, demand or other communication permitted or required to be given under this Agreement shall be deemed given if either personally delivered or delivered by U.S. Certified Mail, postage prepaid, return receipt requested, or by recognized overnight courier such as Federal Express, U.P.S., or Airborne, and addressed as follows:

To City:

City Clerk

City of Jesup  
P.O. Box 587  
Jesup, Iowa 50676

To Developer:

Changes in the above address may be made by notifying the other party as described above. Notices shall not be deemed effective until received by the party being notified.

**6. Indemnification.** It is hereby agreed that the Developer shall indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any of the following:

(a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the development of the Property; and

(b) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Developer will insure against in connection with the development of the Property; and,

(c) Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Developer or any of its agents in its or their capacity as an employer of a person in connection with the development of the property.

The City and the Developer have caused this Agreement to be signed, and the City's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

**7. Acknowledgement.** The City and Developer have caused this Agreement to be signed and the City seal to be affixed in their names and on their behalf by the duly authorized officers.

**END OF AGREEMENT**

**[Signature Page Follows Next]**

**Signature Page**

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement as of the day and year first above written.

CITY OF JESUP, IOWA

By \_\_\_\_\_  
Larry Thompson, Mayor

Attest:

\_\_\_\_\_  
LeAnn Even, City Clerk

\_\_\_\_\_  
By \_\_\_\_\_

and

\_\_\_\_\_  
By \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Certain real property situated in the City of Jesup, County of Buchanan, State of Iowa more particularly described as follows:

Connect to Existing Sanitary Sewer Stubb

Connect to Existing 8" Water with 12" x 18" cross

383 LF Sanitary Sewer

365 LF 12" Water

Fire Hydrant

204 LF Sanitary Sewer

204 LF 12" Water

MH

149 LF 8" Water

Fire Hydrant

300 LF 8" Water

Fire Hydrant

MH

235 LF Sanitary Sewer

MH



**Jesup West Commercial Development**  
6/21/2016

	Unit Cost		City Proposed		Minimum Required	
Sanitary Sewer, 8"	LF	\$ 30.00	723.0	\$ 21,690.00	546.0	\$ 16,380.00
Sanitary Sewer, 8" Bored	LF	\$ 130.00	60.0	\$ 7,800.00	0.0	\$ -
Sanitary Sewer Manhole	Each	\$ 3,500.00	3	\$ 10,500.00	2	\$ 7,000.00
Sanitary Sewer Service, 6"	Each	\$ 1,000.00	2	\$ 2,000.00	1	\$ 1,000.00
Water Main, 12" DIP	LF	\$ 53.50	569.0	\$ 30,441.50	0.0	\$ -
Water Main, 8" DIP	LF	\$ 40.00	449.0	\$ 17,960.00	0.0	\$ -
Water Main 6" DIP	LF	\$ 34.00	0.0	\$ -	552.0	\$ 18,768.00
Fittings	LBS	\$ 8.00	600.0	\$ 4,800.00	200.0	\$ 1,600.00
Water Main Valve, 12"	Each	\$ 2,400.00	1.0	\$ 2,400.00	0.0	\$ -
Water Main Valve, 8"	Each	\$ 1,450.00	3.0	\$ 4,350.00	0.0	\$ -
Water Main Valve, 6"	Each	\$ 1,150.00	0.0	\$ -	1.0	\$ 1,150.00
Fire Hydrant Assembly	Each	\$ 3,800.00	3.0	\$ 11,400.00	2.0	\$ 7,600.00
Boring	Lump Sum	\$ 10,000.00	1.0	\$ 10,000.00	0.0	\$ -
Seeding	ACRE	\$ 13,000.00	0.5	\$ 6,500.00	0.4	\$ 5,200.00
Traffic Control	Each	\$ 2,500.00	1.0	\$ 2,500.00	1.0	\$ 2,500.00
Mobilization	Each	\$ 10,000.00	1.0	\$ 10,000.00	1.0	\$ 10,000.00
Contingency (10%)				\$14,234.15		\$7,119.80
	Total Construction Cost:			\$ 156,575.65		\$ 78,317.80

**JESUP PLANNING AND ZONING COMMISSION**  
**JUNE 29, 2016**

The Planning and Zoning Commission met on June 29, 2016, in the Council Chambers, of the Jesup City Hall. Chairman Rod Elson called the meeting to order at 7:00 p.m. Members of the Planning and Zoning Commission present were Rod Elson, Todd Marsh, Tina Geweke, Merritt Jones, Tom McGlaughlin and Ronda Fratzke.

Absent: Gary Smith

Upon motion by McGlaughlin, seconded by Marsh, it was;  
RESOLVED: to approve the agenda. All voted aye and the motion carried.

Upon motion by Jones, seconded by Geweke, it was;  
RESOLVED: to approve the minutes of the June 8, 2016, Planning and Zoning Commission meeting.  
All voted aye and the motion carried.

Public Works Director Chris Even addressed the commission in regards to the preliminary plat and final plat for the Overland Addition. Farmers Mutual Telephone Company needs a 10 foot utility easement for Lot 1, Block 1 on the west side and south side. The City is trying to coordinate the water and sewer hookups with Overland Properties and future development on the north side of South Street out to Hawkeye Road.

Upon motion by Geweke, seconded by Marsh, it was;  
RESOLVED: to recommend to the Jesup City Council to approve the preliminary plat for the Overland Addition. The roll was called and the vote was;

AYES: Elson, McGlaughlin, Fratzke, Geweke, Marsh, Jones.

NAYS: None

Chairman Elson declared the motion carried.

There was discussion regarding the City accepting a development agreement to require water and sewer installation.

Upon motion by Geweke, seconded by McGlaughlin, it was;  
RESOLVED: to recommend to the Jesup City Council to approve the final plat for the Overland Addition, pending a development agreement to require water and sewer installation. The roll was called and the vote was;

AYES: Elson, Geweke, Jones, Fratzke, McGlaughlin, Marsh.

NAYS: None

Chairman Elson declared the motion carried.

There being no further business,

Upon motion by Fratzke, seconded by Jones, it was;

RESOLVED: to adjourn the meeting.

All voted aye. Motion Carried.

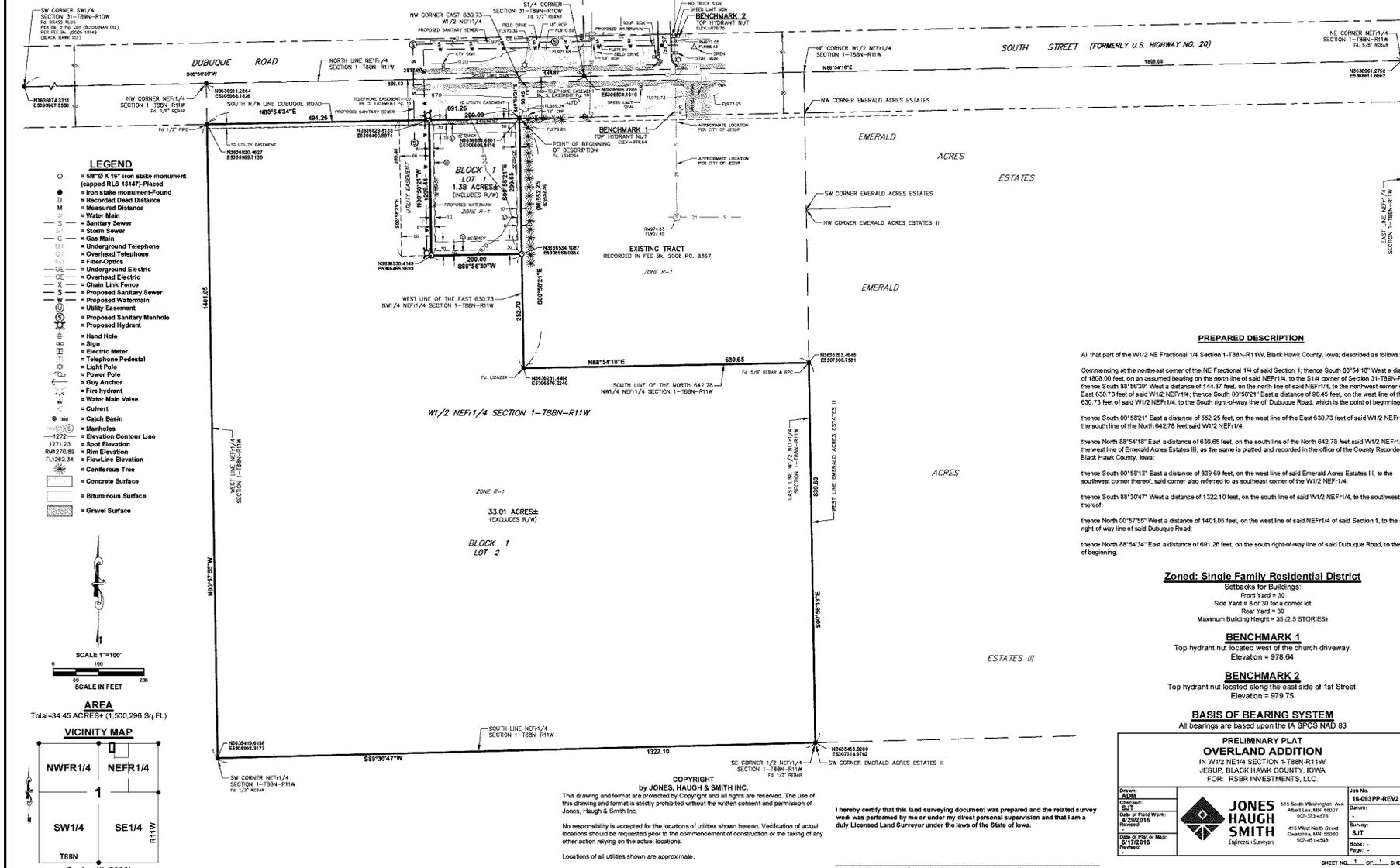
Chairman Elson declared the meeting adjourned at 7:14 p.m.

\_\_\_\_\_  
Rod Elson, Chairperson  
Jesup Planning & Zoning Commission

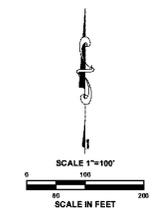
Attest:

\_\_\_\_\_  
Koley Mead  
Deputy City Clerk

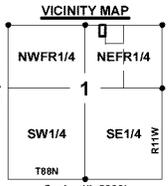
**PRELIMINARY PLAT  
OVERLAND ADDITION  
IN W1/2 NE1/4 SECTION 1-T88N-R11W  
JESUP, BLACK HAWK COUNTY, IOWA**



- LEGEND**
- = 5/8" X 1/4" iron stake monument (capped RL9 13147)-Placed
  - = Iron stake monument-Found
  - D = Recorded Deed Distance
  - M = Measured Distance
  - W = Water Main
  - S = Sanitary Sewer
  - SS = Storm Sewer
  - G = Gas Main
  - UT = Underground Telephone
  - OT = Overhead Telephone
  - FO = Fiber-Optics
  - UE = Underground Electric
  - OE = Overhead Electric
  - X = Chain Link Fence
  - SS = Proposed Sanitary Sewer
  - WS = Proposed Watermain
  - UE = Utility Easement
  - PS = Proposed Sanitary Manhole
  - PH = Proposed Hydrant
  - H = Hand Hole
  - S = Sign
  - EM = Electric Meter
  - TP = Telephone Pedestal
  - LP = Light Pole
  - FP = Power Pole
  - GA = Guy Anchor
  - FH = Fire Hydrant
  - WMV = Water Main Valve
  - C = Culvert
  - CB = Catch Basin
  - M = Manhole
  - 1272 = Elevation Contour Line
  - 1271.23 = Spot Elevation
  - RL9270.89 = Rim Elevation
  - FL1262.34 = Flowline Elevation
  - CT = Contour Line
  - CS = Concrete Surface
  - BS = Bituminous Surface
  - GS = Gravel Surface



**AREA**  
Total=34.45 ACRES± (1,500,296 Sq Ft.)



**PREPARED DESCRIPTION**

All that part of the W1/2 NE Fractional 1/4 Section 1-T88N-R11W, Black Hawk County, Iowa, described as follows:  
 Commencing at the northeast corner of the NE Fractional 1/4 of said Section 1; thence South 80°54'18" West a distance of 1808.00 feet, on an assumed bearing on the north line of said NE1/4, to the S1/4 corner of Section 31-T88N-R10W; thence South 88°50'30" West a distance of 144.87 feet, on the north line of said NE1/4, to the northeast corner of the East 630.73 feet of said W1/2 NE1/4; thence South 00°58'21" East a distance of 80.45 feet, on the west line of the East 630.73 feet of said W1/2 NE1/4; to the South right-of-way line of Dubuque Road, which is the point of beginning;  
 thence South 00°58'21" East a distance of 602.26 feet, on the west line of the East 630.73 feet of said W1/2 NE1/4, to the south line of the North 642.78 feet said W1/2 NE1/4;  
 thence North 88°54'18" East a distance of 630.65 feet, on the south line of the North 642.78 feet said W1/2 NE1/4, to the west line of Emerald Acres Estates II, as the same is platted and recorded in the office of the County Recorder of Black Hawk County, Iowa;  
 thence South 00°59'13" East a distance of 839.69 feet, on the west line of said Emerald Acres Estates II, to the southwest corner thereof, said corner also referred to as southeast corner of the W1/2 NE1/4;  
 thence South 88°30'47" West a distance of 1322.10 feet, on the south line of said W1/2 NE1/4, to the southwest corner thereof;  
 thence North 00°57'55" West a distance of 1401.05 feet, on the west line of said NE1/4 of said Section 1, to the south right-of-way line of said Dubuque Road;  
 thence North 88°54'34" East a distance of 691.26 feet, on the south right-of-way line of said Dubuque Road, to the point of beginning.

**Zoned: Single Family Residential District**

**Setbacks for Buildings**  
 Front Yard = 30  
 Side Yard = 8 or 30 for a corner lot  
 Rear Yard = 30  
 Maximum Building Height = 35 (2.5 STORIES)

**BENCHMARK 1**  
 Top hydrant nut located west of the church driveway.  
 Elevation = 978.64

**BENCHMARK 2**  
 Top hydrant nut located along the east side of 1st Street.  
 Elevation = 979.75

**BASIS OF BEARING SYSTEM**

All bearings are based upon the IA SPCS NAD 83

<b>PRELIMINARY PLAT OVERLAND ADDITION IN W1/2 NE1/4 SECTION 1-T88N-R11W JESUP, BLACK HAWK COUNTY, IOWA FOR: RSBR INVESTMENTS, LLC.</b>																															
<table border="1"> <tr><td>Drawn</td><td>ASB</td></tr> <tr><td>Checked</td><td>SLT</td></tr> <tr><td>Date of Issue</td><td>4/23/2016</td></tr> <tr><td>Revised</td><td></td></tr> <tr><td>Date of Field Work</td><td>2/17/2016</td></tr> <tr><td>Revised</td><td></td></tr> </table>	Drawn	ASB	Checked	SLT	Date of Issue	4/23/2016	Revised		Date of Field Work	2/17/2016	Revised		<table border="1"> <tr><td>JOB NO.</td><td>16-293 PP-REV2</td></tr> <tr><td>DRAWN</td><td></td></tr> <tr><td>CHECKED</td><td></td></tr> <tr><td>DATE</td><td></td></tr> <tr><td>BY</td><td></td></tr> <tr><td>DATE</td><td></td></tr> <tr><td>BY</td><td></td></tr> <tr><td>DATE</td><td></td></tr> <tr><td>BY</td><td></td></tr> </table>	JOB NO.	16-293 PP-REV2	DRAWN		CHECKED		DATE		BY		DATE		BY		DATE		BY	
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<p><b>JONES HAUGH SMITH</b>                  Engineers &amp; Surveyors</p>																															
511 South Washington Ave 2nd Floor, RM 90007 507-273-4576	415 West North Street Waterloo, IA 50600 507-481-4569																														
STEVEN J. THOMPSON, L.S. No. 13147 Date:	SHEET NO. 1 OF 1 SHEETS																														

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 by JONES, HAUGH & SMITH INC.  
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 No responsibility is accepted for the locations of utilities shown hereon. Verification of actual locations should be requested prior to the commencement of construction or the taking of any other action relying on the actual locations.  
 Locations of all utilities shown are approximate.  
 IOWA ONE CALL: 1-800-292-3939

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

**RESOLUTION NO. 2017-**

**RESOLUTION ACCEPTING THE RECOMMENDATION FROM  
THE PLANNING & ZONING COMMISSION ON THE  
PRELIMINARY PLAT OF THE OVERLAND ADDITION**

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF JESUP,  
BUCHANAN COUNTY, IOWA

*TO-WIT: To accept the Recommendation of Conditional Approval from the  
Jesup Planning & Zoning Commission on the Preliminary Plat of the Overland  
Addition*

WHEREAS, the Zoning Administrator finds the plat is correct and indicating quality type  
growth for the City of Jesup, and

WHEREAS, the Jesup City Council concurs with the Zoning Administrator and the  
Planning & Zoning Commission concerning the Preliminary Plat of the Overland Addition,

THEREFORE, the City Council records the action of the Planning & Zoning Commission  
that gave authorization that the improvements be completed and notice to proceed with the final  
plat.

PASSED AND APPROVED THIS 5th DAY JULY, 2016.

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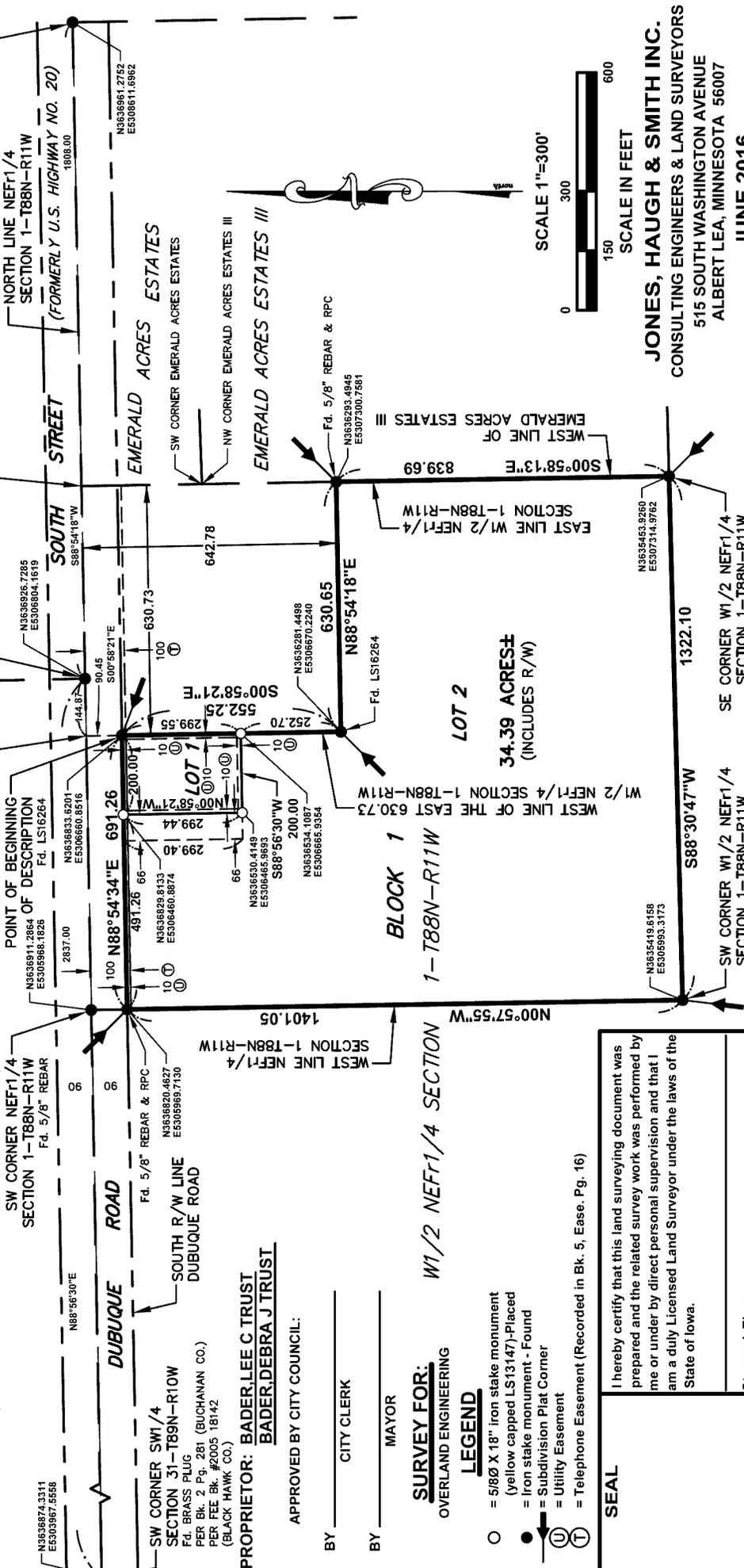
Larry Thompson  
Mayor

---

LeAnn M. Even, CMC, ICMC  
City Clerk/Treasurer

**FINAL PLAT**

**OVERLAND ADDITION**  
**IN W1/2 NE1/4 SECTION 1-T88N-R11W**  
**JESUP, BLACK HAWK COUNTY, IOWA**



SW CORNER SW1/4 SECTION 31-T89N-R10W  
 Fd. BRASS PLUG PER BK. 2 Pg. 281 (BUCHANAN CO.)  
 PER FEE BK. #2005 18142 (BLACK HAWK CO.)

PROPRIETOR: **BADER, LEE C TRUST**  
**BADER, DEBRA J TRUST**

APPROVED BY CITY COUNCIL:  
 BY \_\_\_\_\_ CITY CLERK  
 BY \_\_\_\_\_ MAYOR

**SURVEY FOR:**  
 OVERLAND ENGINEERING

**LEGEND**  
 ○ = 5/8" X 18" iron stake monument (yellow capped LS13147)  
 ● = Iron stake monument - Found  
 ⊕ = Subdivision Plat Corner  
 ⊖ = Utility Easement  
 ⊗ = Telephone Easement (Recorded in Bk. 5, Ease. Pg. 16)

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under by direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Steven J. Thompson  
 License number 13147

My license renewal date is December 31, 2016  
 Pages or sheets covered by this seal: Final Plat

**JONES, HAUGH & SMITH INC.**  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 515 SOUTH WASHINGTON AVENUE  
 ALBERT LEA, MINNESOTA 56007  
**JUNE 2016**

SCALE 1"=300'  
 SCALE IN FEET  
 0 150 300 600

DRAWN BY ANDY MCGOWAN  
 16-093FP-REV2

## **RESOLUTION NO. 2017-**

### **RESOLUTION APPROVING FINAL PLAT OVERLAND ADDITION**

WHEREAS, a final plat of Overland Addition to Jesup, Buchanan County, Iowa, has hereto fore been filed in the office of the Clerk of the City of Jesup, Buchanan County, Iowa, and the legal description of the land included in said plat being as follows to-wit:

All that part of the NW ¼ NE Fractional ¼ Section 1-T88N-R11W, Black Hawk County, Iowa; described as follows:

Commencing at the northeast corner of the NE Fractional ¼ of said Section 1; thence South 88°54'18" West a distance of 1808.00 feet, on an assumed bearing on the north line of said NEFr1/4, to the S1/4 corner of Section 31-T89N-R10W; thence South 88°56'43" West a distance of 144.78 feet, on the north line of said NEFr1/4, to the northwest corner of the east 630.73 feet of said NW1/4 NEFr1/4 which is the point of beginning;

thence South 00°57'32" East a distance of 390.00 feet, on the west line of the East 630.73 feet of said NW1/4 NEFr1/4;

thence South 88°56'43" West a distance of 200.00 feet, parallel with the north line of said NEFr1/4;

thence North 00°57'32" West a distance of 390.00 feet, parallel with said west line, to the north line of said NEFr1/4;

thence North 88°56'43" East a distance of 200.00 feet, on the north line of said NEFr1/4, to the point of beginning.

subject to highway easement on the north side thereof

The said property is located within the City Limits of the City of Jesup, Iowa.

NOW, THEREFORE BE IT RESOLVED that the final plat of Overland Addition to the City of Jesup, Buchanan County, Iowa, be and the same is hereby approved. That said plat in all respects conforms to the laws, ordinances and regulations covering the same. That all necessary federal and state approvals have been received. That the Planning and Zoning Commission of the City of Jesup has approved the final plat. That the streets, ways and easements dedicated to the public, if any, be and the same are hereby accepted. All easements as shown on said plat are approved relative to their usage and maintenance, and the City of Jesup does hereby agree that they are clearly stated thereon and they shall be confined only to public utilities, including gas, power, telephone, cable T.V., water, sewer, and such drainage easements as are deemed necessary for the orderly development of the land encompassed within the plat. That the utility completion requirement is hereby waived until further development takes place and utilities can be determined at that time.

The Mayor and Clerk be and they are hereby directed to certify this Resolution, or a copy thereof, to affix to the aforementioned plat.

PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF JULY 2016.

---

Larry Thompson  
Mayor

Attest:

---

LeAnn M. Even, CMC, ICMC  
City Clerk/Treasurer



500 SW 7th Street, Suite 101  
Des Moines, IA 50309-4506  
[www.iowaleague.org](http://www.iowaleague.org)

June 20, 2016

Larry Thompson, Mayor  
Jesup  
791 6th Street  
Jesup, IA 50648-1074

Dear Larry:

Recently your city clerk received a letter and invoice for your city's membership dues to the Iowa League of Cities for the coming fiscal year. On behalf of the other officers and board members, I want to thank you for your previous membership and encourage you to continue your support.

The Iowa League of Cities was formed in October of 1898 by a group of elected city officials meeting in Marshalltown. They determined that cities needed an organization that represented their collective interests. From that humble beginning, the League has always served as advocates for your interests with the Legislature, provided training, technical assistance and research. When needed, the organization stepped forward to provide services to cities, such as insurance and investment trusts, at a time when others would not.

Earlier this year, the League published a Nuisance Abatement manual to provide members with guidance and sample forms to address these ever present challenges. We have also continued to seek appropriate and cost effective ways for cities to comply with costly and seemingly endless environmental regulations, including working with a broad coalition of partners to develop new strategies beneficial to the entire state. We continue to offer training on a variety of topics and are expanding the ways these can be delivered. Working with MetLife, we have been able to offer voluntary employee benefit packages. In the upcoming year, the League intends to add to this list with programs and services our membership will find valuable.

This organization was created voluntarily, and remains a voluntary membership organization. That is why your membership is so critical! Please continue the tradition that was begun 117 years ago by submitting your membership dues. This allows your League to continue serving all cities in Iowa so that no city stands alone in the challenges it faces.

Thank you for your membership and continuing support.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matt Walsh", written over a light blue horizontal line.

Matt Walsh, President  
Mayor for Council Bluffs